

# ARMORY HOUSE MAIN

1010 South Second Street Champaign, Illinois 61820

Phone: (888) 384-4499 Fax: (217) 337-8888

## 2008-2009 Contract for Room and Board

This agreement between Mr. and Mrs. Neil Fotzler, Proprietors of Armory House Main, hereinafter referred to as "Proprietor", and

<b>LAST NAME</b>	<b>FIRST NAME</b>	<b>MIDDLE NAME</b>	<b>UIN</b>
<b>STREET</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP</b>
<b>COUNTRY</b>			

hereinafter referred to as "Student", Witnesseth:

1. The Student agrees to pay the applicable rate for the **entire academic year**. The Student agrees to assume and be primarily responsible for all rental payments and other obligations provided for in this Contract for Room and Board. The dates of occupancy included in this Contract are the two semesters between **August 21, 2008 and May 16, 2009** inclusive.
2. The return of this **signed Contract** and **application** along with the **(\$800 initial payment), \$200 security deposit, and \$25 application fee** will hold the space while your application is being reviewed. Acceptance by Proprietor of this Contract is subject to credit approval and available space. If space is not available, the Contract will not be accepted, and all payments except application fee will be refunded.
3. The Proprietor agrees to provide housing accommodations and board in accordance with and subject to the following conditions:

**a. Student agrees to pay for the type of room selected at the following rate for the entire academic year:**

Room Type & Meal Plan	Rates and Payment Plan for Traditional Meal Plan				Rates and Payment Plan for Guest Meal Plan			
	Annual Rate	Remainder			Annual Rate	Remainder		
		Annual Payment due 7/1/08	Semester Payments due 7/1/08 and 11/1/08	10 Payments due 7/1/08-4/1/09		Annual Payment due 7/1/08	Semester Payments due 7/1/08 and 11/1/08	10 Payments due 7/1/08-4/1/09
Double w/10meals	<b>\$8,800</b>	\$7,900	\$4,000	\$825	<b>\$9,000</b>	\$8,100	\$4,100	\$845
Double w/14meals	<b>\$9,150</b>	\$8,250	\$4,175	\$860	<b>\$9,350</b>	\$8,450	\$4,275	\$880
Double w/19meals	<b>\$9,500</b>	\$8,600	\$4,350	\$895	<b>\$9,700</b>	\$8,800	\$4,450	\$915
Deluxe Double w/10meals	<b>\$9,600</b>	\$8,700	\$4,400	\$905	<b>\$9,800</b>	\$8,900	\$4,500	\$925
Deluxe Double w/14meals	<b>\$9,950</b>	\$9,050	\$4,575	\$940	<b>\$10,150</b>	\$9,250	\$4,675	\$960
Deluxe Double w/19meals	<b>\$10,250</b>	\$9,350	\$4,725	\$970	<b>\$10,450</b>	\$9,550	\$4,825	\$990
Single w/10meals	<b>\$11,800</b>	\$10,900	\$5,500	\$1,125	<b>\$12,000</b>	\$11,100	\$5,600	\$1,145
Single w/14meals	<b>\$12,150</b>	\$11,250	\$5,675	\$1,160	<b>\$12,350</b>	\$11,450	\$5,775	\$1,180
Single w/19meals	<b>\$12,500</b>	\$11,600	\$5,850	\$1,195	<b>\$12,700</b>	\$11,800	\$5,950	\$1,215

**I wish to reside in a:**

- Double  
 Deluxe Double  
 Single

**My Meal Plan Choice is:**

- 19 meals per week\*\*\*  
 14 meals per week\*\*\*  
 10 meals per week\*\*\*

**Meal Option:**

- Traditional  
 Guest

**Payment Plan Chosen is:**

- 1 Annual Payment (due July 1, 2008)  
 2 Semester Payments (due July 1 and November 1, 2008)  
 10 Installments (due July 1, 2008- April 1, 2009)

\*\*\* Meal plans may be upgraded at any time, however, they are not able to be downgraded.

4. After the first installment is made, the remaining balance may be paid for by one of the following methods:
  - a. **Payment of Annual fee:** The balance of the entire contract **paid in full prior to July 1, 2008**. A **\$100 discount** is shown above.
  - b. **Payment by Semester:** The balance of each semester is to be paid prior to **July 1, 2008** for the Fall semester and **November 1, 2008** for the Spring semester.
  - c. **Payment by Installment:** The balance of the contract paid in **10 more equal installments** with the first installment due on **July 1**, and the **9 remaining installments** due as follows: **August 1, 2008 through April 1, 2009**. A fee of \$250 for the academic year (additional \$25 per installment as shown on the table above) will be charged.
  - d. If payments are not received by the **3rd of each month** in the Armory House Office, 1010 South Second Street, there will be an **automatic late charge of 3% on the remaining balance**. Payments subject to the late charge will first be credited toward accrued late charges and second, to unpaid installments, and last to current payments.

In Witness Whereof the parties hereto have executed this agreement as of the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_\_.

**STUDENT:** \_\_\_\_\_

I hereby agree to assume and be primarily responsible for all rental payments and other obligations provided for above and on the back or 2<sup>nd</sup> page of this contract, and hereby acknowledge that I have read and understand the "University rules and regulations governing student conduct" and agree to be bound by the provisions of same.

**ARMORY HOUSE MAIN:**

\_\_\_\_\_  
**Sign**

Print **PARENT OR GUARDIAN**

\_\_\_\_\_  
**MR. & MRS. NEIL FOTZLER**

## Armory House Main

### 1. Duration of Contract and Release Provisions:

This contract is binding upon the Student and his parent(s) or guardian(s) for the first and second semesters. After the beginning of the rental period the following conditions will apply in the settlement of this Agreement:

- a. The student is drafted and goes on active duty with the Armed Forces of the United States, the Proprietor will pro-rate for the period of occupancy, and refund the balance including security deposit.
- b. If the University Health Service or the Student's College Dean's Office requests the Student to withdraw and it is validated to the Proprietor's satisfaction and the reason is one other than University disciplinary action, the Agreement will be canceled and the Student will owe accrued room and board to date and an amount equal to 50% of the remaining room and board charges for that semester. There will be no refund of the security deposit.
- c. If, for academic insufficiency, the University denies the Student permission to enroll on the University of Illinois campus for the Spring semester, the Student must pay 30% of the charges for the Spring semester. The security deposit will not be refunded.
- d. If the Student marries, withdraws from the University of his own accord, is dropped from the University for disciplinary reasons, or desires to vacate to any other housing, the Agreement will not be canceled and the Student will be obligated for the entire amount of the Agreement.
- e. If the University disciplinary committee determines that the Student has violated the rules and regulations of Armory House Main and it is the recommendation of that committee that he/she be involuntarily dismissed from Armory House Main then the Student shall be obligated for the entire amount of the agreement.
- f. Furthermore, it is understood that any expense or costs incurred by the Proprietor in the enforcement of any provision of this agreement, including Proprietor's reasonable attorney's fees shall be paid for by the student (or parent/guardian). If it is necessary to pursue delinquent accounts in court, the student agrees to pay **\$50 for each court appearance**, if the Proprietor represents himself.

### 2. Application of Security Deposit:

After the contract is signed, a refund of the security deposit of two hundred dollars (\$200.00) will be made within 30 days of the end of the contract period. If the contract is to be terminated earlier than the end of the regular term, the security deposit is forfeited. At the end of the contract term, the two hundred dollars (\$200.00) security deposit will be refunded subject to the right of the Proprietor to retain the funds to cover any delinquent charges, or damages to the premises.

### 3. Provision:

If any provision herein is declared invalid, it shall be considered deleted from this contract and shall not invalidate the remaining provisions of this contract.

### 4. General Rules:

- a. **ROOM ASSIGNMENT AND CONSOLIDATION:** (1) The Proprietor shall make all necessary room assignments at his sole discretion. He agrees to take into account the preference of the individual students in making these assignments. (2) Changes in room assignments may be made only with the approval of the Proprietor. (3) Any Student whose actions are found to be detrimental to the welfare of the student-living group may be required to move into another space. (4) The Student agrees not to sell, sub-lease or assign his contract to anyone, without the written consent of the Proprietor. **If permission to sub-lease is given, a fee of \$250 will be charged.** (5) The Student agrees to abide by all University regulations during the term of occupancy. (6) If one of the contracting students vacates a room in accordance with the terms of this contract, the remaining student or students agree to accept another roommate, assigned by the Proprietor, or move into another room if so requested by Proprietor.
- b. **DATES OF OCCUPANCY:** (1) **Student may occupy the assigned space prior to the official move-in date only with the approval of the proprietor.** Requests shall be granted only for valid academic reasons. A daily room charge will be assessed. (2) A room or reservation requested of the Proprietor and granted by the Proprietor will not be held beyond the first day of classes unless Student notifies the Proprietor of his intention to occupy space at a later date. No credit will be given for the period the space is held unoccupied. (3) Armory House Main will be closed during official University vacation periods and between semesters. These periods are not included in the contract, and the right to use Armory House Main for other guests during these periods is reserved by the Proprietor. If a situation should result, however, such that a student would desire to remain at Armory House Main over an official University vacation period, he may do so only with the written consent of Proprietor. Furthermore, the student agrees to pay an additional charge for those extra days of occupancy not included in the contract period. (4) Armory House Main participates in a reciprocal agreement with the University of Illinois Dorms. (5) Graduating seniors will be provided housing until 5:00 p.m. of the last day of scheduled examinations.
- c. **FOOD SERVICE:** (1) The meal-serving schedule shall follow the schedule of classes for the University of Illinois academic school year. Food service begins with the first day of classes. (2) Nineteen meals are served each week, to include three meals daily Monday through Saturday and brunch only on Sunday. (3) No meals will be served during official University vacation periods or between semesters or during the time between the last scheduled examination and commencement day. (4) Any student who develops a condition requiring a special diet, must produce written notification of such by a medical doctor in order for such special diets to be prepared. The student shall pay for the additional costs of producing such meals.
- d. **CARE OF ROOM, EQUIPMENT, AND INSPECTION:** The Student shall be responsible for maintaining his room in a neat and orderly fashion at all times and to correct any abuse called to his attention by the Representatives of the Proprietor. Proprietor shall have the right to enter any space at any time for the purpose of inspection or maintaining it, or for the purpose of enforcing regulations. The Student shall be responsible for all damages to the Proprietor's property in a room during his term of occupancy. Gambling, the use of narcotics, firearms or fireworks, and the **housing of pets** or laboratory specimens are prohibited. The penalty for a first offense is \$100. Failure to comply will result in removal of the pet and further disciplinary action. Alcoholic beverages are permissible in student rooms only if students are of legal age. **Armory House Main is a non-smoking environment.** Smoking is permitted only in designated outside areas. **A \$50 fine will be assessed for smoking in Armory House Main.** Fines will be donated to the Armory House Properties student social activity fund.
- e. **LOSS OR PROPERTY:** The Student shall be responsible for the security of his own property. Armory House Main accepts no responsibility for theft, damage or other loss of money, valuables or personal effects of the Student. Student agrees that any personal effects, valuables or other property of the Student left in Armory House Main after expiration of the current rental period and not reclaimed within 60 days after the end of such period, shall be considered abandoned property and may be retained by the Proprietor as his property or may be disposed of by sale or donation, or in such other manner as the proprietor at his sole discretion may determine. Any proceeds derived from the sale or other disposition shall be the property of the Proprietor.
- f. **HOUSE FURNISHINGS:** The student is to furnish all bed linens, blankets, and towels. Heating and cooking appliances are prohibited. Mini-refrigerators and microwaves are restricted to one each per room. **No furniture provided by Armory House Properties may be removed from the student's room except for desk chairs and then only with written documentation signed by both student and Proprietor.**

### 5. Reciprocal Agreement: *New undergraduate UIUC students* who first arrive on campus for Fall or Spring Semester, who have contracted with the University of Illinois Housing Division or Armory House may cancel their housing contract without penalty to contract with the other of the two any time within the specified reciprocal agreement dates providing they meet the established criteria for release under the reciprocal agreement. *Returning Undergraduate UIUC students* who were on campus before Fall of the contract year, may cancel their contract without penalty to contract with the other of the two facilities for Fall or Spring Semester. Returning Undergraduates may move providing they meet the established dates and criteria for release designated specifically for Returning Students under the provisions in the reciprocal agreement.

### 6. Certified Housing: Lessor and lessee(s) specifically agree that the "Certified Housing" designation by the University of Illinois of the leased premises shall be deemed a material element of this lease and a mutually dependent covenant with the lessee(s)' obligation to pay rent hereunder. If at any time during the lease period such certification is withdrawn, the lease and lessee(s)' obligation hereunder shall be voided at the lessee(s)' option.

### 7. Armory House Properties does not allow dual contracts. If a contract has been signed at the University Residence Halls, and at Armory House Properties, the student has 72 hours to prove cancellation of the University Residence Halls contract. If the University Residence Halls contract is not canceled within the 72 hours, Armory House Properties has the option to void its contract and rent the space to someone else.