

ARMORY HOUSE APARTMENTS
1010 South Second Street Champaign, Illinois 61820
Tel: 217-384-4499 --- Fax: 217-337-8888
Contract for Room 2009-2010

Please Print Clearly:

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

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

hereinafter referred to as "Student", Witnesseth:

1. The Student agrees to pay the applicable rate for the space which the Student selects for the **entire period selected**. The Student agrees to assume and be primarily responsible for all rental payments and other obligations provided for in this Contract for Room.
2. The Proprietor agrees to provide housing accommodations in accordance with and subject to the following conditions:
 - a.) Student shall have exclusive use of one bedroom in a two or four bedroom apartment located at **1009 S. Second Street, Champaign, Illinois**, to include separate locking entrance door and pin lock to adjoining bathroom door.

b.) Student agrees to pay the following **rate for the entire period selected:**

	Initial	12 Month Lease August 21, 2009- August 1, 2010		Initial	Academic Lease August 21, 2009- May 24, 2010
12 payments of \$575		2 Bedroom furnished unit with stainless steel appliances and full size bed ***Utility Package Available	10 payments of \$625		2 Bedroom furnished unit with stainless steel appliances and full size bed ***Utility Package Available
12 payments of \$525		4 Bedroom furnished unit with stainless steel appliances and full size bed ***Utility Package Available	10 payments of \$575		4 Bedroom furnished unit with stainless steel appliances and full size bed ***Utility Package Available

Optional Utility Package: All residents of the unit must agree to the Utility Package in order to sign up.

- 4-Bedroom \$85/ month** **2-Bedroom \$100/ month**
- c.) **The return of this signed Contract and application along with the first month's rent, \$200.00 security deposit, and \$25 non-refundable application fee will hold the space while your application is being reviewed.** (For Returning Residents, the payment of the first month's rent is due no later than May 1, 2009. The security deposit will be carried over from the previous year.) 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.
 - d.) If payments are not received by the **3rd** of each month in the Armory House Office, 1010 South Second Street, Champaign, there will be an automatic **\$25** late charge for each payment. Payments subject to the late charge will first be credited toward accrued late charges and second, to unpaid rent, and last to current payments.
 - e.) Student agrees to comply with and abide by all the terms and conditions, which appear on the back of this Contract, and all rules and regulations of the University governing the conduct of Students.
 - f.) The signature of a parent or guardian is required for **all** students.
 - g.) An interest rate of 12% will be charged on any accounts that are delinquent after the expiration of this lease.

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 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:

PARENT OR GUARDIAN

MR. & MRS. NEIL FOTZLER

**TERMS AND CONDITIONS OF CONTRACT FOR ROOM
ARMORY HOUSE APARTMENTS**

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. This agreement may be canceled by the Proprietor after discussion with the appropriate University officials in the event of the Student's failure to comply with any of the provisions of this Agreement, or if the Proprietor shall determine, at his discretion, that the Student's conduct is inimical to the harmonious relationships among the residents of Armory House Apartments.

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 a 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 to cover payment of any 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.

5. General Rules: (See Armory House Apartments Rules & Contract Addendum)

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. In the event that the Student chooses to sub-lease his/ her space, a **\$250** sublet fee 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. **OCCUPANCY OF ROOM:** Early move-in prior to the official date of occupancy must be approved by management. Student must submit their request in writing, and include proper documentation to substantiate their reason for needing an early move-in date. There will be a **charge of \$25 per day for each day prior** to the start of the official contract period.

c. **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 in Armory House Apartments (**\$25 per day charge per pet**). Alcoholic beverages are permissible if students are of legal age except in large quantities such as **kegs**. The Proprietor reserves the right to change the Armory House Apartment rules during the course of the year, if necessary, in order to protect the rights to peace, quiet, and security for all, and will properly notify residents of any such changes.

d. **LOSS OR PROPERTY:** The Student shall be responsible for the security of his own property. The proprietor 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 the Armory House Apartments 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.

e. **HOUSE FURNISHINGS:** The student is to furnish all bed linen, blankets, towels, shower curtains and hooks. Proprietor will furnish a closet organizer and full size mattress and box spring in each individual bedroom. The shared living area will include either two love seats or one sofa and chair, four bar stools, one lamp table and lamp, a coffee table, and microwave. **Our apartments are rented fully furnished and we do not have adequate or proper space to store furnishings.** The only exception to this rule is if a student needs to provide their own mattress for medical reasons (written documentation must be provided) and there will be a **\$100 charge for storage** of the AHA mattress. Lofting of beds is not permitted. **Armory House Apartment furnishings are not to be removed from the property**, this includes the removal of closet doors from individual rooms. (If it is determined that the closet doors have been removed, the student will be responsible for any all associated charges.)

f. **UTILITIES:** If the utility package is purchased, proprietor shall furnish electric, gas, water, local phone service, cable television, internet, garbage, and sewer. If the utility package **is not purchased**, it is the responsibility of the student to arrange for all aforementioned services. It is the responsibility of the tenant to notify the AHP office of any maintenance issues which may result in higher utility costs such as a running toilet, or problems with the furnace or air conditioner, so they can be attended to promptly. If the water and/or electric bills were to be excessive (10% more than the average for comparable apartments) the landlord reserves the right to charge each person in that unit for the cost of utilities in excess of 10% above the average.

g. **SATELLITE DISH:** Satellite dishes are not allowed to be used at any Armory House Apartment.