

For Office Use Only

Requested Unit # _____

Utility Package Parking

ARMORY HOUSE APARTMENTS

(Please note that AH Apartments are not a unit of Private Certified Housing, and is not approved for Freshmen.)

1010 S. Second St. Champaign, Illinois 61820

Tel: 217-384-4499 --- Fax: 217-337-8888

Contract for Room 2010-2011

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

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 19, 2010 - August 1, 2011		Initial	Academic Lease August 19, 2010 - May 24, 2011
12 payments of \$600 (\$7,200)		2 Bedroom furnished unit *** Utility Package Available *** Meal Plan Available through AHP	10 payments of \$650 (\$6,500)		2 Bedroom furnished unit *** Utility Package Available *** Meal Plan Available through AHP
12 payments of \$550 (\$6,600)		4 Bedroom furnished unit *** Utility Package Available *** Meal Plan Available through AHP	10 payments of \$600 (\$6,000)		4 Bedroom furnished unit *** Utility Package Available *** Meal Plan Available through AHP

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

- 4-Bedroom \$85/ month/ person 2-Bedroom \$100/ month/ person

- 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, 2010. The security deposit will be carried over from the previous year and the application fee is waived.) 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.) **Rent and utility payments are due on the 1st of each month** beginning in September and ending in May (for 10 month contract) or in July (for a 12 month contract). If payments are not received by the **3rd** of each month in the Armory House Office, 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 contained in this contract, including the terms and conditions which appear on the back of this contract, together with all rules and regulations of the University of Illinois governing Student conduct. Also incorporated by referenced into this contract are all rules and regulations of Armory House Apartments further governing Student conduct.
- f.) The signature of a parent or guardian is required for **all** residents.
- 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 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 term selected on the front of this contract. The student shall not conduct any activity on the premises of Armory House Apartments which is or may be unlawful under local, state, or federal law, or which may otherwise constitute a nuisance to other tenants of Armory House Apartments, or to the public.

Breach by Student of any obligation of Student under this lease, including breach of any provision of the University of Illinois Code of Student Conduct to which the Student is herein obligated to follow, may allow the Proprietor, after giving any notice required under the laws of Illinois, to terminate this lease with Student.

Default by Student resulting in termination of lease by the Proprietor may allow Proprietor, at Proprietor's election, to declare the entire amount of rent for the balance of the lease term to become due and owing from Student at once, together with any sums due from Student prior to such termination.

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 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 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. General Rules:

a. **ROOM ASSIGNMENT AND CONSOLIDATION:** (1) Changes in room assignments may be made only with the approval of the Proprietor. (2) 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. (3) 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 once approval is given.

c. **INSPECTION AND CARE OF ROOM:** 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. 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:** Proprietor will furnish a closet organizer and full size mattress and box spring in each individual bedroom. The shared living area of each one or two bedroom unit will include one sofa, one chair, one coffee table, one end table and four bar stools. The shared living area of each four bedroom unit will include one sofa, one chair, one end table and four bar stools. **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. Satellite dishes are not allowed to be used at any Armory House Apartment.

- 4. 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.