

# ARMORY HOUSE SUITES

1010 S. Second St., Champaign, Illinois 61820  
 Phone: (888) 384-4499 Fax: (217) 337-888

## Contract for Room & Board 2010-2011



This Contract between Mr. and Mrs. Neil Foltzler, Proprietors of Armory House Suites, hereinafter referred to as "Proprietor", and

| LAST NAME | FIRST NAME | MIDDLE NAME | UIN |         |
|-----------|------------|-------------|-----|---------|
| STREET    | CITY       | STATE       | ZIP | COUNTRY |

hereinafter referred to as "Student", Witnesseth:

- The student agrees to pay the applicable rate for the meals and space they have selected below for the **entire academic year**. The proprietor agrees to provide the selected meals and housing in accordance with University of Illinois Private Certified Housing rules and regulations. The dates of occupancy included in this Contract are the two semesters between **August 19, 2010 and May 15, 2011** inclusive. 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 the Proprietor.
- If the student withdraws from the University of Illinois of his own accord, or chooses not to attend the University the Contract will be canceled and the student will be obligated as follows: cancelation **prior to May 15, 2010**, a fee of **\$500** will be charged, cancelation **between May 15 and June 15, 2010** a fee of **\$2,000** will be charged and **after June 15, 2010**, an amount equal to **70%** of the remaining balance for the contract period will be due.
- 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 Contract 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.
- If, for academic insufficiency, the University denies the Student permission to enroll in the University of Illinois campus for the Spring semester, the Student must pay **30%** of the charges for the Spring semester.
- 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.**

| Room Type & Meal Plan    | Rates and Payment Options |                   |                                 |                               |
|--------------------------|---------------------------|-------------------|---------------------------------|-------------------------------|
|                          | Annual Rate               | Remaining Balance |                                 |                               |
|                          |                           | Annual<br>7/1/10  | Semester<br>7/1/10 &<br>11/1/10 | Payments<br>7/1/10-<br>4/1/11 |
| Single - 10 meals        | \$15,550                  | \$14,550          | \$7,325                         | \$1,490                       |
| Single - 14 meals        | \$15,950                  | \$14,950          | \$7,525                         | \$1,530                       |
| Single - 19 meals        | \$16,350                  | \$15,350          | \$7,725                         | \$1,570                       |
| Suites Double - 10 meals | \$10,350                  | \$9,350           | \$4,725                         | \$970                         |
| Suites Double - 14 meals | \$10,750                  | \$9,750           | \$4,925                         | \$1,010                       |
| Suites Double - 19 meals | \$11,150                  | \$10,150          | \$5,125                         | \$1,050                       |

**I wish to reside in a:** (Please select one)

- Suites Double     Single

**My meal plan choice is:** (Please select one)

(Meal plans may be upgraded at any time, however, they are unable to be downgraded.)

- 10 meals     14 meals     19 meals

**Payment Plan Chosen is:** (Please select one)

- Annual Payment  
 Semester Payments  
 10 Payments

**Payment deferment plan:** The Financial Aid addendum allows for deferment of payments until October 15, 2010 for fall semester and February 15, 2011 for spring semester. \$200 fee applies and must be paid at time of filing. The financial Aid Addendum must be submitted to the Armory House office no later than June 15, 2010.

- The return of this **signed Contract and Application, along with a payment of \$1,000 (\$900 initial payment and \$100 processing fee)** will hold the space while your application is being reviewed. (For returning residents, payment is due no later than May 1, 2010.) 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 processing fee will be refunded.
- After the initial payment is made, the remaining balance may be paid by one of the following methods:
  - Payment by Annual fee:** The balance of the entire contract paid in full prior to July 1. A \$100 discount will be given as shown on the table above.
  - Payment by Semester:** The balance of each semester may be paid prior to July 1 for the Fall semester and November 1 for the Spring semester.
  - Payment by Installment:** The balance of the contract paid in **10 more equal payments** due on the first of each month beginning on July 1 and ending on April 1. A fee of \$250 for the academic year (additional \$25 per installment as shown on the table above) will be charged.
- If payments are not received by the **3<sup>rd</sup> of each month** in the Armory House Office, 1010 S. Second St., there will be an **automatic late charge of 3% of 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. An interest rate of 12% will be charged on any account that is delinquent after the expiration of this lease.

**Duration of Contract and Lease Termination:**

1. 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 Suites 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 Suites, or to the public.
2. 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.
3. 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.
4. If it is determined that the Student has signed a contract with any other housing facility in addition to Armory House Properties, the Proprietor reserves the right to cancel the Student's contract with Armory House Properties.
5. Furthermore, it is understood that any expense or costs incurred by the Proprietor in the enforcement of any provision of this Contract, 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.

**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. 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.
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.

**Care of Room, Equipment, and Inspection:**

1. 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 reserves the right to charge for any damage caused by the Student.
2. 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.
3. The Student shall be responsible for all damages to the Proprietor's property in a room during his term of occupancy.

**Loss of Property:**

1. The Student shall be responsible for the security of his own property. Armory House Suites 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 Suites after expiration of the current rental period and not claimed 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 shall be the property of the Proprietor.

**Reciprocal Agreement and Certified Housing:**

1. *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.
2. *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.
3. Proprietor and Student 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 Student's obligation to pay rent here under. If at any time during the lease period such certification is withdrawn, the lease and obligation hereunder shall be voided at the Student's option.

**Provisions:**

1. 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.

I hereby agree to assume and be primarily responsible for all rental payments and other obligations provided for above and hereby acknowledge that I have received, read, understand, and agree to the terms and conditions specified in the 2010-2011 academic year Armory House Main and Armory House Suites "Contract for Room and Board" and "Rules and Regulations for Armory House Main and Armory House Suites Residents". I have read and understand the Refund and Cancellation provisions specified in this Contract.

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

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Parent/ Guardian Signature

\_\_\_\_\_  
Mr. & Mrs. Neil Fetzler