

# ARMORY HOUSE SUITES

1010 South Second Street Champaign, Illinois 61820

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

## 2009-2010 Returning Contract for Room and Board

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

<b>NAME</b>	<b>FIRST NAME</b>	<b>MIDDLE NAME</b>	<b>LAST</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 space, which the Student selects 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 20, 2009 and May 15, 2010** inclusive.
2. 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:

<b>Room Type &amp; Meal Plan</b>	<b>Rates and Payment Options</b>			
	Annual Rate	<b>Remaining Balance</b>		
		Annual Payment due 7/1/09	Semester Payments due 7/1/09 and 11/1/09	10 Payments due 7/1/09-4/1/10
Single w/ 10 meals	\$14,950	\$13,950	\$7,025	\$1,460
Single w/ 14 meals	\$15,300	\$14,300	\$7,350	\$1,495
Single w/ 19 meals	\$15,650	\$14,650	\$7,525	\$1,530
Suites Double w/ 10 meals	\$9,850	\$8,850	\$4,625	\$950
Suites Double w/ 14 meals	\$10,200	\$9,200	\$4,800	\$985
Suites Double w/ 19 meals	\$10,500	\$9,500	\$4,950	\$1,015

**I wish to reside in a:**

- Single  
 Suites Double

**My Meal Plan Choice is:** (Meal plans may be upgraded at any time, however, they are unable to be downgraded.)

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

**Payment Plan Chosen is:**

- Annual Payment  
 2 Semester Payments  
 10 Installments

3. The return of this **signed Contract and application** will hold the space. **The \$900 initial payment and \$100 Processing fee will be due May 1, 2009.** 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.
4. After the initial payment is made, the remaining balance may be paid for by one of the following methods:
  - a. **Payment by Annual fee:** The balance of the entire contract **paid in full prior to July 1, 2009.** A **\$100 discount** will be given as shown on the table above.
  - b. **Payment by Semester:** The balance of each semester is to be paid prior to **July 1, 2009** for the Fall semester and **November 1, 2009** for the Spring semester.
  - c. **Payment by Installment:** The balance of the contract paid in **10 more equal installments** with the second installment due on **July 1**, and the **9 remaining installments** due as follows: **August 1, September 1, October 1, November 1, December 1, January 1, February 1, March 1, April 1.** 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. An interest rate of 12% will be charged on any account that is 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 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 SUITES:**

\_\_\_\_\_  
**PARENT OR GUARDIAN**

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

## ARMORY HOUSE SUITES

### 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. Once the contract has been signed by the Proprietor, 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.
- 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.
- 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.
- d. If the Student marries, withdraws from the University of his own accord, chooses not to attend the University, 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 Suites and it is the recommendation of that committee that he/she be involuntarily dismissed from Armory House Suites 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. 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.

### 3. 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 Suites 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 Suites 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 Suites over an official University vacation period, he may do so only with the written consent of Proprietor. (5) Graduating seniors will be provided housing until 5:00 p.m. on the day of commencement.
  - c. **FOOD SERVICE:** (1) The meal-serving schedule shall begin on the University of Illinois Official Move-In Date. (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 which requires 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 reserves the right to charge for any damage caused by the Student. 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 Suites is a non-smoking environment.** Smoking is permitted only in designated outside areas. **A \$50 fine will be assessed for smoking in Armory House Suites.** 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 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.
  - 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.**
- 4. 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.
- 5. 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.
- 6. 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.