



2023-2024 Room & Board Contract

1010 South Second Street, Champaign, IL 61820
P: 217.384.4499 F: 217.337.8888

This is a Room and Board Contract between Armory House Properties LLC, an Illinois limited liability company (hereinafter referred to as “Proprietor”), owner of properties known as Armory House Main and Armory House Suites (generally referred to as “Armory House”), and;

Student Information:

Student Name:

Address:

UIN (9 digit # starting with 6):

Guarantor Information:

Guarantor Name:

Phone Number:

Address:

Hereinafter referred to as “Student” and “Guarantor”, respectively.

A. Rent and Charges

1. The Student and Guarantor agree to pay the applicable rate of rent for the entire academic year. The dates of occupancy included in this Contract are the two University of Illinois (the “University”) semesters occurring between **August 17, 2023** and **May 11, 2024**, inclusive. Armory House closes during Official University break periods. These periods during which the University closes are not included in this Contract. If the Student desires to remain at Armory House during an official University break period, Student may do so only with the prior written consent of the Proprietor. A separate Break Housing Contract and additional fee may be required. Rent listed hereunder includes all utilities.

2. If, prior to commencement of the academic year, the Student withdraws from the University of Student’s own accord, or chooses not to attend the University, this Contract shall be cancelled and the Student and Guarantor shall be obligated to pay Proprietor as follows:

- **Cancellation prior to Feb 28, 2023**, a fee of **\$250** will be charged,
- **Cancellation between March 1, 2023 and March 31, 2023** a fee of **\$500** will be charged,
- **Cancellation between April 1, 2023 and April 30, 2023** a fee of **\$750** will be charged
- **Cancellation between May 1, 2023 and May 31, 2023** a fee of **\$1,000** will be charged,
- **Cancellation between June 1, 2023 and June 30, 2023** a fee of **\$2,000** will be charged,
- **Any date after July 1, 2023**, an amount equal to **70%** of the full Contract balance shall be due.

3. If Student has obtained or will be obtaining a visa to enter the United States (a "Visa") in order to attend the University of Illinois, Student **must** furnish the Proprietor with a copy of the Visa within fourteen (14) calendar days after execution of this Contract. If Student has not yet obtained a Visa but has an appointment scheduled with the applicable embassy or governmental agency to obtain a Visa, Student shall notify Proprietor of the appointment date within two (2) days after scheduling the Student's appointment. Once the Student's Visa is approved, Student shall furnish Proprietor with a copy of the Visa immediately upon receipt thereof. **If Student has not furnished Proprietor with a copy of Student's Visa on or before June 15, 2023, Proprietor reserves the right to cancel this Contract or place Student upon a waiting list for a room in Armory House by giving written notice by email of such action to Student.**

a. Notice of cancellation or wait list shall be sent by email to the email addresses provided on the Application. In the event this Contract is terminated by Proprietor, any advance payments (less \$250 non-refundable processing fee) paid by Student shall be returned to Student within thirty (30) days following cancellation by Proprietor.

b. If Student is placed on a waiting list, no further action will be taken by Proprietor to place Student in a room until Student furnishes Proprietor with a copy of Student's Visa. In any event, upon furnishing Proprietor with a copy of Student's Visa, Proprietor will make reasonable efforts to place Student in a room at Armory House, but a space is not guaranteed.

c. If no space is available, Proprietor may cancel this Contract at any time, in which case any advance payment (less \$250 non-refundable processing fee) paid by Student will be returned to Student within thirty (30) days following cancellation by Proprietor.

4. Acceptance by Proprietor of this Contract is dependent upon approval of Student's Application, payment of the \$250 non-refundable processing fee, and space availability. If space is not available upon completion of this Contract, the Contract will not be accepted. A space shall only be reserved for the Student when the Contract has been completed by the Student, Guarantor and the Proprietor.

5. After the initial payment is made, the remaining balance of rent may be paid by one of the three following methods:

a. **Payment by Annual fee:** The entire balance paid in full prior to July 1, 2023. A \$100 discount will be given (already included in the rates below); or

b. **Payment by Semester:** The semester balance must be paid **prior to July 1, 2023 for the Fall semester and prior to November 1, 2023 for the Spring semester;** or

c. **Payment by Installments:** The balance of the Contract must be paid in 8 equal payments due on the first of each month beginning on July 1, 2023 and ending on February 1, 2024. A fee of \$320 for the academic year (additional \$40 per installment shall be charged and is included in the rate chart).

6. If payments are not received by the 3rd of each month, a late fee of 3% of the balance then owing shall be charged. Payments subject to the late charge shall first be credited toward accrued late charges, and second to unpaid rent, and last to current payments. If the July 1 payment is not received by July 10, the Proprietor reserves the right to cancel this contract and retain all monies received.

Room Type & Semester Meal Plan	Academic Rate	Remaining Balance		
		<u>Annual</u>	<u>Semester</u>	<u>8 Payments</u>
Main Double				
10 meals	\$12,950	\$12,850	\$6,475	\$1,659
14 meals	\$13,250	\$13,150	\$6,625	\$1,696
19 meals	\$13,950	\$13,850	\$6,975	\$1,784
Main Deluxe Double				
10 meals	\$13,450	\$13,350	\$6,725	\$1,721
14 meals	\$13,750	\$13,650	\$6,875	\$1,759
19 meals	\$14,450	\$14,350	\$7,225	\$1,846
Main Single				
10 meals	\$16,950	\$16,850	\$8,475	\$2,159
14 meals	\$17,250	\$17,150	\$8,625	\$2,196
19 meals	\$17,950	\$17,850	\$8,975	\$2,284
Suites Single				
10 meals	\$19,200	\$19,100	\$9,600	\$2,440
14 meals	\$19,500	\$19,400	\$9,750	\$2,478
19 meals	\$20,200	\$20,100	\$10,100	\$2,565

I wish to reside in a:

My meal plan choice is:

Payment Plan chosen is:

Financial Aid Plan:

The Financial Aid Addendum allows for deferment of payments until September 1, 2023 for the Fall semester and February 1, 2024 for the Spring semester. For additional details, refer to the Financial Aid Addendum.

A **\$200 application fee applies** and must be paid at the time of applying for the deferment plan.

B. Duration of Contract and Contract Termination:

1. This Contract is binding upon the Student and Guarantor for the term selected above on this Contract. The Student shall not conduct any activity on the premises of Armory House 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, or to the public.

2. If the University requests the Student to withdraw from attendance at the University, or lawfully causes the Student to withdraw as an attending student at the University, this Contract shall terminate upon the effective date of such withdrawal, and the Student shall remain liable to Proprietor for 50% of the remaining room and board charges for the semester in which such withdrawal occurs together with any sums already due and owing Proprietor under this Contract.

Within 5 days of the effective date of such withdrawal, the Student must notify Proprietor in writing of such withdrawal date, and failure to do so shall result in Student being liable for the balance of all sums due under the Contract.

Within 5 days of the effective date of withdrawal, Student shall surrender possession of the Student's room including removal of all of Student's personal property, and Student shall surrender of all keys for Student's room to Proprietor. Failure to do so shall result in Student remaining liable to Proprietor for all sums due under this Contract.

3. If the University denies permission for the Student to enroll (except for reasons of discipline) after Student has already executed this Contract, Student shall be refunded all monies except for the non-refundable processing fee. Student shall, within 5 days of receiving such notification, notify Proprietor in writing of such denial. Failure to do so by Student within that time shall result in the student remaining liable to Proprietor for 50% of the charges for that semester in which Student is denied enrollment.

If Student is already occupying a room at the time of receiving denial of enrollment (except for reasons of discipline), Student shall surrender possession of room and remove all personal property and deliver all keys to Proprietor within 5 days of receiving notification of denial of enrollment. Failure to do so shall result in Student remaining liable for all sums due under this Contract.

4. The Student agrees not to sell, sublease or assign this Contract to anyone, without the prior written consent of the Proprietor, which consent may be denied by Proprietor for any reason. If permission to assign or sublease is given by Proprietor, **Student agrees to pay a fee of \$300 at the time of approval by Proprietor.**

5. If the Student chooses to study abroad, student teach, or participate in any other University activity requiring Student to live elsewhere, and a suitable sublease has not been found, the Student may cancel this Contract by paying 30% of the remaining balance due under this Contract, if written notice and supporting documentation is provided to Proprietor prior to November 1, 2023. If written notice and supporting documentation are not provided prior to November 1, 2023, the Student shall be charged a cancellation fee of 50% of the remaining balance due under this Contract.

6. In the event of any breach by Student of any obligation under this Contract, including breach of any provision of the University Student Code of Conduct to which the Student is herein obligated to follow, Proprietor, in the Proprietor's sole discretion, may terminate this Contract after giving written notice to Student.

7. Default by Student resulting in termination of this Contract by the Proprietor may allow Proprietor to declare the entire amount of rent for balance of the lease to become due immediately.

8. If it is determined that the Student has signed a contract with any other housing facility in addition to this Contract, the Proprietor reserves the right to cancel this Contract.

9. It is agreed by Student that any personal property of Student's remaining in Student's room after Student has vacated the room after termination of Student's possessory rights under this Contract shall be considered abandoned by Student and may be disposed of by Proprietor. In such case, Student shall be liable to Proprietor for all costs incurred by Proprietor to dispose of such property.

C. Room Assignment and Consolidation:

1. The Proprietor shall make all necessary room assignments in Proprietor's sole discretion. Proprietor agrees to use Proprietor's best efforts take into account the preference of the individual students in making these assignments, but Proprietor cannot guarantee that all preferences of the Student will be fulfilled. Student agrees to accept any room assignment to which Student is assigned or reassigned.

2. Changes in room assignments may be made only with the approval of the Proprietor after all other options have been exhausted. 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. The fact that you and your roommates may be in conflict with each other will not act as grounds to terminate this Lease.

4. 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 requested by Proprietor.

D. Facility and Services

1. **Care of room:** Student shall maintain Student's room in a neat and orderly condition and shall return possession to Proprietor in the same condition as when Student took possession, ordinary wear and tear excepted. Student shall be liable to Proprietor for all damages caused by or cleaning or maintenance necessitated by Student or Student's guests or invitees, including any such damages, cleaning or maintenance that may covered under any policy of insurance carried by Proprietor, and including but not limited to, damages or from fire or water.

2. **Inspection:** 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 rules or regulations.

3. **Bidets:** Bidets are permitted as a verified medical accommodation or as a religious or cultural accommodation with the prior written approval of Proprietor. A bidet cannot be installed until written approval has been confirmed. A bidet must only be installed by employees or staff of Proprietor.

4. **Unauthorized entry:** Students are prohibited to enter places that a reasonable person would know not to enter without appropriate permission. Such places include, but are not limited to the following: mechanical rooms, roofs, dining kitchens, other student rooms, storage closets, construction sites, or loading docks.

E. Loss of Property:

1. The Student shall be responsible for the security of Student's own property. Proprietor accepts no responsibility for loss due to casualty, theft, damage, or other loss of cash, valuables or other personal effects of the Student.

2. **Rental Insurance:** Student is strongly encouraged to acquire personal rental insurance to cover Student's possessions.

F. Food:

Special Diets: It is not possible to provide specific menus for special diets at Armory House. A resident with special requirements (religious, medical, personal dietary preference, etc.) that cannot be fulfilled by individual selection from the multiple-choice menu offered in the Armory House dining room should not submit a Contract to live in Armory House.

G. Pets, Service Animals and Emotional Support Animals:

1. The presence of pets, including birds, cats, dogs, fish, reptiles or other animals in any part of Armory House is NOT permitted.

2. Armory House will provide an exception to the pet policy for students who present a documented need for a service or emotional support animal accommodation. Student must receive written approval from the Proprietor prior to bringing the service or emotional support animal into Armory House. Student must also agree to the Armory House Service/Emotional Support Animal Policy, which outlines the responsibilities of the residents who are granted approval for service or emotional support animals in living, dining, or public areas within Armory House.

H. Indemnity:

Student does hereby agree to hold harmless and indemnify Proprietor from all damage, injury (including death), debts, claims and expenses of any type or nature, including reasonable attorneys' fees, that Proprietor or Proprietor's agents or employees may incur arising, directly or indirectly out of or in connection with the use or lease of Armory House by Student, Student's children, agents and/or invitees.

I. Attorney's Fees:

In addition to all other sums under this Contract, Proprietor shall be entitled to recover Proprietor's reasonable attorney's fees incurred in enforcing any covenant, condition, or term of this Contract against Student or Guarantor, including, but not limited to, actions to recover rent or any other amount due hereunder, or to obtain possession from Student, or for a successful defense to any claim or counterclaim brought by Student or Guarantor.

J. Changes to the Contract:

Armory House reserves the right to **make changes to this Contract or the applicable rates** during the term of this Contract with 30 days' prior written notice. Armory House reserves the right to **adjust services as needed** to comply with University or Champaign-Urbana Public Health directives. This Contract, and any permitted changes thereto, shall be binding on Proprietor, Student, and Guarantor, and their respective successors, representatives, sub-lessees and assignees, subject to the restrictions on Student set out in Section 4.

K. Sale of the Property:

Any sale of the Property shall not affect this Contract or any of Student's obligations, but upon such sale, Proprietor shall be released from all of our obligations under this Contract and the new owner of the Property will be responsible for the performance of the duties of "Proprietor" from and after the date of such sale.

L. Photo Release:

Student understands that from time to time Proprietor or its agents may photograph or record activities in which Student may be participating in and around Armory House. Student consents to Proprietor's, or its agent's, photographing and recording of their image and voice and Proprietor's use of such photographs and recordings for any lawful purpose, including but not limited to educational, fundraising, advertising, and publicity purposes. Student waives all claims to compensation and damages based on Proprietor's use of the photographs and recordings, and waives all rights that they may have now or in the future to inspect or approve the finished photograph and recording, or the final publication.

If Student does not consent to Proprietor's use of such photographs and recordings including Student's image, Student must notify Proprietor via email info@armoryhouse.com.

M. Reciprocal Agreement and Certified Housing:

1. **Fall 2023 New, first-time attending undergraduate and transfer** students at the University of Illinois at Urbana-Champaign who first arrive on campus for Fall 2023 semester and who have a contract with Armory House may cancel their contract without penalty to contract with University Housing through August 17, 2023, for the Fall 2023 semester, or November 15, 2023, for the Spring 2024 semester, provided the student reciprocal application is approved.

2. **Spring 2024 New, first-time attending undergraduate and transfer students** at the University of Illinois at Urbana-Champaign who first arrive on campus for the Spring 2024 semester and who have a contract with Armory House may cancel their contract without penalty to contract with University Housing through January 14, 2024, for the Spring 2024 semester, provided the student reciprocal application is approved.

3. **Continuing undergraduate** students who were on the University of Illinois at Urbana-Champaign campus before Fall 2023 may cancel their 2023-2024 Contract with Armory House without penalty to contract with University Housing through May 15, 2023 for the Fall 2023 semester, or November 15, 2023, for Spring 2024 semester, provided the student reciprocal application is approved.

4. 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 hereunder. If at any time during the lease period such certification is withdrawn, this lease and Student's obligation hereunder shall be voidable at the Student's option.

N. Rules and Regulations:

Proprietor has issued the "Rules and Regulations for Armory House Residents" attached to this Contract as an Addendum. Student consents to said Rules and Regulations and agrees to abide by them. From time to time, Proprietor may revise or issue additional Rules and Regulations deemed, at Proprietor's discretion, necessary for the conduct of all tenants and the harmonious enjoyment of the Armory House by all tenants. Student shall be responsible for the observance of all Rules and Regulations by Student's agents, clients, customers, invitees, and guests.

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 read, understand, and agree to the terms and conditions specified in the Armory House "Contract for Room and Board" and "Rules and Regulations for Armory House Residents". I have read, understand and agree to be bound by the Refund and Cancellation provisions specified in this Contract.

In Witness Whereof, the parties hereto have executed this Contract on the _____ day of _____, 202_____.

Student Signature

Linda C. Foltzler, Manager

Proprietor: Armory House Properties, LLC

By executing this Contract document as Guarantor, Guarantor hereby guarantees all obligations of Student under this Contract, including but not limited performance of all conditions, and payment of all liabilities, imposed on Student under this Contract.

_____ **Guarantor Signature**

Date: _____