



Thomas Apartment Contract and Housing Agreement

Office Use Only

Last Name: _____

First Name: _____

Apartment: _____

The purpose of this agreement is to establish a mutual understanding between the student and the university with regard to living in university housing for the academic year. The academic year consists of the fall and spring semesters, for a period of approximately nine months, beginning in August and ending in May after spring commencement, but not including Thanksgiving Break, Semester (Christmas) Break, Spring Break, or January Term. Additional option to remain in Thomas Apartments during Thanksgiving Break, Semester (Christmas) Break, Spring Break, or January Term may be arranged through separate agreement with the Director of Housing at Concordia University Chicago if such arrangements are manageable. Additional fees will be required.

Representatives of the university are authorized to enter student rooms while performing their assigned duties. In situations where life, limb or property are jeopardized, or there is reasonable suspicion that College policy or law is being or has been violated, staff are authorized to enter student rooms. In addition, residents of Thomas Apartments agree to random apartment check-ins from the professional staff of the office of Residential Life at Concordia University Chicago to assure the terms of this contract are being adhered to.

(Please Print)

Name of Student: _____ Student H# _____

Current Class Standing: *(Please Circle)* Grad Senior Junior Sophomore Freshman Cumulative GPA: _____

Permanent Phone: (____) _____ Cell Phone: (____) _____

Permanent Address: _____

Name of student occupying bedroom with you: _____

Name of additional students occupying apartment with you: _____

Meal Plan Selection:

- | | |
|---|---|
| <input type="checkbox"/> Apartment Meal Plan <i>(Default)</i> | 100 Meals and \$150 cougar cash |
| <input type="checkbox"/> Apartment Full Meal Plan | 200 Meals and \$225 cougar cash (\$875 more per semester) |
| <input type="checkbox"/> Apartment Reduced Meal Plan | \$75 cougar cash (\$800 less per semester than default) |

Apartment Preference: *(Please rank the order of preference to be placed using number 1-6 with 1 being top choice)*

- | | | | |
|--|--|--|--|
| <input checked="" type="checkbox"/> RA Thomas 7221 – 1 | <input type="checkbox"/> Thomas 7221 – 2 | <input type="checkbox"/> Thomas 7223 – 1 | <input type="checkbox"/> Thomas 7223 – 2 |
| <input type="checkbox"/> Thomas 7225 – 1 | <input type="checkbox"/> Thomas 7225 – 2 | <input checked="" type="checkbox"/> RA Thomas 7227 – 1 | <input type="checkbox"/> Thomas 7227 – 2 |

TERMS:

1. ELIGIBILITY:

Residents must be full time, enrolled undergraduate students, sophomore, juniors or seniors in status, at Concordia University Chicago unless otherwise approved by the Director of Housing or the Dean of Students. Approval for housing in Thomas Apartments is made considering students's academic and conduct standing. The Department of Residential Life and the Director of Housing at Concordia University Chicago reserve the right to restrict housing, revoke housing, or remove students from housing if their academic or conduct standing change before or during occupancy. Anyone who does not complete registration or whose class load does not meet the university definition of a full-time student is not eligible to live in Thomas Apartments. If already in the building, they will be required to vacate the apartment immediately and will be responsible for any accrued charges and continued housing needs. If space on-campus is available, efforts will be made to provide access for the removed student to move onto campus.

Residents of Thomas Apartments agree to contract with the Department of Residential Life for a university meal plan as are all university residential students. Modified versions of campus meal plans are available for selection for those living in the apartments. Students may elect the standard apartment meal plan, which is half of the default plan on campus. Students wishing the default campus meal plan would elect for the Apartment Full Meal Plan. Because of the unique set-up of the apartments, there is a Reduced Meal plan option, which is \$75 of Cougar Cash. This is the default meal plan that all commuter students have.

Residents of Thomas Apartments are required to make an additional \$150, non-refundable reservation deposit at the time of notification of the placement into the Thomas Apartments. This amount is added to the \$50 reservation deposit made at the time of the application. The \$200 balance of their reservation deposits will be transferred as a damage deposit after they have officially checked into Thomas Apartment. Upon checking out of the apartment and after all necessary charges have been assessed for damages (if applicable) the remaining damage deposit amount will be refunded to the student. Individual student damages that exceed \$200 will result in additional charges on their student account. If a student, upon applying for housing, withdrawals from the apartments for housing, regardless of reason, prior to and including residency, the \$200 reservation deposit will not be refunded without prior approval from the Director of Housing or the Dean of Students. In addition, a \$200 housing cancelation fee will apply.

2. AGREEMENT PERIOD:

This agreement is for the **full academic year** from the Fall term opening date for returning students to no more than 24 hours after the resident's last final examination in Spring Term, or whichever term is the last term of enrollment for that academic year. Students who are graduating or have an authorized part in commencement activities must vacate their rooms by Noon of the day following Commencement. **This agreement period is based on the Concordia University Chicago academic calendar.** Students taking classes in other programs or participating in additional University activities must make alternative housing arrangements if schedule or commitments vary from these dates. Furthermore, this agreement includes the regular 16 weeks of the Fall and Spring semester and does not include Thanksgiving Break, Semester (Christmas) Break, Spring Break, or January Term. Residents seeking to remain in the apartments over these additional dates agree to additional application for these break periods and addition housing fees to remain in the apartments.

- a. An apartment reservation will not be held beyond the first day of class unless a student notifies the Director of Housing in writing.
- b. Without approval, students may not occupy a space prior to the official opening, after the closing of the apartments, or over the specified break periods.
- c. The university's acceptance of this agreement does NOT guarantee assignment to a specific apartment or particular type of accommodation.
- d. Failure to satisfy the financial obligation accrued under this agreement is considered nonpayment of housing and may result in any or all of the following: denial of further services; denial of issuance or transfer of grade transcripts; denial of enrollment; denial of reassignment; termination of the agreement and eviction.

3. SELECTION PROCESS:

The Residential Life Office will use the following guidelines to determine the ranking order in which students will be selected to live in the Thomas Apartments.

- a. All students applying to live in the Thomas Apartments must complete both online and the paper application.
- b. Students must apply in groups of 4. All students in the group must have both paper and online applications completed by the deadline for full consideration.
- c. Each group will receive a ranking based on their total points of individual contribution of their class status point total (i.e. 5=Current Senior, 4 = Current Junior, 3 = Current Sophomore, etc.).
- d. Students must be in good standing academically as well as student conduct. The groups GPA's will be used as a tie breaker.
- e. The top 6 groups will be placed in order of their ranking and preference listed on their applications. All remaining groups will be placed on a waiting list in case an opening occurs
- f. Students who do not receive a placement of an apartment will be notified prior to the room selection process and still achieve their priority spot.

4. ASSIGNMENT & CONSOLIDATION:

The Residential Life Office will not discriminate in apartment assignments on the basis of race, color, religion, national origin, sexual orientation, ancestry, age, or disability; however, only same gender apartment assignments will be approved.

- a. Eligible students residing in apartments during the spring semester will be given the opportunity to select a room for the following academic year in accordance with reassignment and selection procedures announced by the Director of Housing.
- b. The Residential Life Office reserves the right to place limits on the number of new and returning residents.
- c. The Residential Life Office reserves the right to: move or reassign a student to other facilities; assign roommates; consolidate vacancies by requiring residents to move from one apartment to another or to require students occupying apartments with vacancies to split the cost of that vacancy; consolidate vacancies by closing parts of or complete apartments/floors. If the Residential Life Office deems a student is unwilling to accept an assigned roommate or a consolidation, student conduct sanctioning will occur.
- d. Residents may not request an apartment change prior to the second full week of any semester. Apartment changes must be made according to the apartment transfer procedures established by the Residential Life Office.
Unauthorized apartment transfers may result in the student being required to return to the original apartment and will result in the student being assessed a \$75.00 fine.
- e. Apartment space may only be occupied by assigned students. Students may not sublet, assign or share apartment space with others.

5. AGREEMENT TERMINATION:

Prior to the first day of Fall Term classes, students who are not required to live on campus may cancel their apartment housing agreement by notifying in writing the Residential Life Office and paying the \$200.00 agreement release fee. After classes begin, this agreement may not be terminated, except as provided in this section. Residents leaving the apartments during the academic year without a release from the agreement, who are still enrolled as full time Concordia University Chicago students, continue to be liable for the apartment charges that accrue against their accounts. Students who move into an apartment and subsequently vacate the premises, for Fall Applicants: on or before August 30, 2013 or, for Spring Applicants Only: on or before January 17, 2014 will be charged a daily rate for the number of days of occupancy, in addition to the housing release fee. After these dates, no portion of the term housing charge is refundable.

- a. **Ineligibility** - This agreement is terminated if a student loses eligibility as defined in Condition 1, TERMS: ELIGIBILITY.
- b. **Exigency** - The University may terminate or temporarily suspend performance of any part of this agreement without notice in the event of an exigency that would make continued operation for student housing not feasible.
- c. **Temporary Suspension** - Upon application, the agreement will be temporarily suspended if a student withdraws from the University for one semester, drops below a full academic load, or studies abroad. The agreement is reinstated the

following semester of that academic year if the student enrolls as a full time undergraduate student. Reassignment to the same apartment is not guaranteed.

- d. **Violations of Terms of the Agreement** - The resident agrees to conduct him/herself in a manner that does not interfere with the use and quiet enjoyment of the premises by others. The University may, in addition to initiating the University Student Conduct process, elect to cancel this agreement if the resident violates any of the provisions of the agreement; any University policy contained in the *Concordia University Chicago Student Handbook*, procedure, or housing regulation contained in the Department of Residential Life Thomas Apartment Housing agreement or state or local law in the residence halls, by providing the residents with written notice of this termination. In situations where life, limb or properties are jeopardized, a maximum of 24 hours to vacate upon notice of termination will be sufficient. Examples of types of behavior that may be construed as jeopardizing life, limb or property include, but are not limited to, the following actions by the resident: (1) physical, mental or verbal abuse/harassment (2) use, possession, sale or purchase of illegal drugs or paraphernalia; (3) use or possession of firearms, explosives, fireworks, or dangerous weapons; (4) use or storage of flammable liquids or other dangerous substances; (5) damage, destruction, or theft of residence hall property; (6) physical acts of violence or threats of violence through coercion or intimidation; (7) tampering with or misusing fire safety equipment; (8) setting fires; (9) suicidal gestures or attempts. The Dean of Students in conjunction with the Residential Life Office will make all such decisions.

6. PERSONAL PROPERTY

The university is not liable for damages to or theft/loss of personal property, for the failure or interruption of utilities or for injury to persons. Students must provide their own personal property insurance or make sure they are covered under their parent's home owner's insurance policy. The university will not issue refunds for the failure or interruptions of utilities or reimbursements for damage to personal property caused by the accidental discharge of any fire sprinkler.

Students are responsible for care of assigned apartments and furnishings. Charges may be assessed for damages to, unauthorized use of, or alterations to apartments, furnishings or buildings and for special cleaning necessitated by improper care of apartments or furnishings. Students are responsible for care of public areas and furnishings. Public areas are defined as hallways, stairwells, living room, laundry, or storage areas. "Common-Billing" charges may be made to residents of an apartment, as appropriate for a fine, for damages and/or vandalism to public areas of the apartment building. Common damage charges will be divided equally among student residents of a particular area. Students are responsible for removing and appropriately discarding personal belongings from their assigned apartments. Any personal items remaining in apartments after checkout will be deemed trash. Items will be removed and appropriately discarded at the student's expense.

7. ALCOHOL USAGE

Residents will have the rights to the usage of alcohol within the apartment based on the guidelines within this section. Failure to abide by these policies will result in university sanctioning and may result in the removal from the apartments. Students who are removed from the apartments for violating this policy will forfeit their right to any payments for their housing or deposits.

1. Only residents of the apartment and their guests, at least 21 years of age, are granted the privilege, for personal consumption, in possession of, or consume alcohol within the privacy of their residence. This does not include hallways, stairwells, porches, or the outside of the residence. Possession of alcohol within the apartments with residents under 21 years of age would be subjected to being in violation of the policy.
2. As established by official local, state, and federal law, student's under the age of 21 are not allowed to consume alcohol. The possession of, use of, or distribution of alcohol to anyone that is in direct violation of local, state, and federal law will result in sanctioning from the Concordia University Chicago student conduct code process for the occupants of the unit in which the violation occurs, and depending upon the situation, might involve additional public legal action from River Forest Police Department. If found responsible, the sanctioning may include removal from the apartment.
3. Alcohol possession is allowed for "personal consumption" and at no time are party kegs, pony kegs, or other large quantity containers of alcohol allowed on premises in Concordia University Chicago units.
4. The participation in or holding of "drinking games" of any kind (alcoholic or non-alcoholic) on premises may result in immediate removal from the apartment as part of the student code of conduct process.

5. Disorderly conduct in relationship to irresponsible alcohol consumption, of either a resident of or a guest of a resident in Thomas Apartments may result in immediate removal from the Apartment.
6. The Office of Residential Life will respond to any reports of alcohol in violation of local code if contacted. Students residing in the university leased apartments agree to cooperate with any representative of Residential Life that might respond by sharing information as necessary in relationship to alcohol violations.

8. HEARTHSTONE REALTY

While the university provides this opportunity for students to live in apartment-style living as a part of Residential Life experience, Hearthstone Realty manages all physical aspects of the apartments. Therefore, any maintenance repairs would be completed through arrangements made by Hearthstone Realty and not the university's physical plant. Items, such as but not limited to shower curtains, toilet paper, light bulbs, and batteries are in the responsibility of the residents to maintain and replace where needed. Residents will notify the Director of Housing or Residential Life staff member of any maintenance work that needs to be completed. Residential Life will contact Hearthstone Realty to make them aware of the situation. Reporting a maintenance request provides consent to the university or Hearthstone Realty to enter the premise without notification to address the issue.

I have read and agree to the terms, conditions, and responsibilities as stated in this Agreement, the Undergraduate Student Handbook, and the Undergraduate or Graduate Student Catalog. Additionally, I understand that I may cancel this agreement prior to the first day of classes of the term that I am requesting housing at the loss of my \$200 reservation deposit in addition to a \$200 housing cancellation fee. Once classes begin, however, I am bound to these stated conditions for the full academic year without prior approval from the Director of Housing or the Dean of Students.

Signature of Student: _____

Date Signed: _____

OFFICE USE ONLY (DO NOT WRITE BELOW)

Group Point Total _____ Group GPA _____

Thomas Apartment # _____

Staff Initials: _____ Date: _____