

Benedictine University

Founders' Woods Housing Contract 2009 – 2010

This Agreement ("Agreement") is made by and between Benedictine University ("Benedictine") and _____ ("Student"), for student housing in Founders' Woods Apartments for the above stated academic year.

1. Legally Binding Agreement

This agreement is legally binding on the above-referenced parties for the entire academic year.

2. Parties to Agreement

This Agreement is between Benedictine and Student only. Benedictine agrees to provide housing space in an available apartment of Founders' Woods Apartments. Only the Student is permitted to occupy the assigned housing space. The presence of an unauthorized occupant is grounds for termination of this Agreement. The premises shall be occupied solely for residential purposes.

3. Applicable Students

Any person who is an enrolled Student, either full-time or part-time, at Benedictine may enter into this Agreement.

4. Requisite Medical Filings

In accordance with Illinois state law, all incoming new students must have on file with the Health Services Office an updated State of Illinois Immunization Record as well as the University-required Medical History Form prior to executing this Agreement.

5. License

This Agreement is a license to occupy a space within an apartment at Founders' Woods Apartments, and shall not be construed as a lease. Benedictine reserves the right to make changes in apartment assignments when considered necessary and such changes shall be at the sole discretion of Benedictine. As this contract is a privilege to occupy space, Benedictine retains the right to consolidate students as vacancies occur.

6. Housing Deposit

This Agreement shall be executed upon payment of a housing deposit in the amount of \$125.00, due at the time of application.

7. Fees

Benedictine University establishes all residence fees each year. The Student agrees to pay fees and all other charges in accordance with the payment schedule established and published by Benedictine.

8. Parking

Students who drive vehicles on the premises are obligated to follow all parking regulations, including the parking policies of Benedictine. Students remain ultimately responsible for the maintenance and operation of his or her vehicle(s). Please note: additional parking will be available in Kindlon West. No overnight parking is allowed in Krasa.

9. Student Handbook

The *Benedictine University Academic Planner / Student Handbook* is incorporated by reference into this Agreement. Students are required to read these handbooks and make themselves aware of these policies and procedures. Failure to abide by any provision of the *Benedictine University Academic Planner / Student Handbook* is grounds for termination of this Agreement by Benedictine, and may result in further legal recourse. Benedictine reserves the right to implement changes in the *Benedictine University Academic Planner / Student Handbook* at any time. All changes are applicable to all students when and as announced.

10. Telephone Services

The Student understands that Benedictine University does not provide long distance telephone services.

11. Room Changes

Benedictine reserves the right to transfer students to other available apartment space, including available spaces within the residence halls on campus. Benedictine further reserves the right to transfer students to other available spaces for health, safety, or repair services, economic or disciplinary reasons involving the student, or for irresolvable incompatibility of roommates.

12. Right to Enter

Benedictine, its officers, employees and agents shall have the right to enter the apartment at reasonable times for the purpose of inspection and repair, preservation of health, safety and quietude, and recovery of University-owned property.

13. Non-transferable

No student may assign this residency Agreement or sublet the premises.

14. Damages

Each student within each apartment unit is personally and individually responsible for damage done to the apartment unit. The Student agrees that charges for damages done in all common areas on the premises of Founders' Woods Apartments not specifically assigned to one individual student will be levied equally upon all students residing in Founders' Woods Apartments in the apartment, the complex, or residing on the premises, unless responsibility can be attributed to a particular individual(s).

15. Liability

Benedictine shall not be liable, directly or indirectly, for any loss by theft, vandalism, or mischief, of personal property of students or of their guests, or for damage and destruction of such property by fire, water, or any other cause. Items left in the student's apartment or storage by a vacating student will be removed and discarded. Benedictine will not reimburse students or other persons for any losses or damages of personal property. Residents are strongly encouraged to obtain appropriate property insurance.

16. Default

If a student is in default on any payments set forth herein, the student is liable for collection costs, charges, and attorney's fees, which accrue in obtaining payment or otherwise settling the matter.

17. Termination

If the Student fails to observe any of the terms and conditions of this Agreement, the Student shall be considered in breach of this Agreement, and the Student shall lose all benefits and privileges obtained pursuant to this Agreement and is liable for all fees, costs and penalties stated herein. Benedictine reserves the right to cancel this Agreement, re-enter the premises and remove a student for any violation of the terms of this Agreement, or in the interest of health, discipline, or the general welfare of the apartment building, student, or other students, including unlawful activity and drug use. Student shall remain liable for the payment of all fees and costs through the end of the academic year. A \$250.00 cancellation fee will be charged absent an approval, which will be considered only under the following circumstances:

- a. Unanticipated financial hardship arising after the beginning of the academic semester.
- b. Serious medical or health problem that is directly related to apartment living.
- c. Marriage during the term of this Agreement.
- d. Affiliation with Benedictine University programs that are away from campus.

I certify that I have read the terms and conditions stated in this Agreement, and agree to the conditions stated herein.

Name of Student	Signature	Date
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Name of Guarantor if Student is under the age of 18 years	Signature	Date
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This institution, in compliance with Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, sections 503 and 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and other federal laws and regulations, does not discriminate on the bases of race, color, national origin, sex, age, religion, physical or mental disability, or status as a veteran in any of its policies, practices or procedures. This includes, but is not limited to, admissions, employment, financial aid, and educational services.

Please Note:

- \$125.00 non-refundable Housing Deposit is required at the time of application.
- All Founders' Woods apartments are **smoke free** buildings.
- Make a photocopy of this contract for your records.
- All room changes are subject to a \$100 fee.

2008 – 2009 Founders’ Woods Rates and Options

*Apartment Rates**

The following are the room charges per student, per year for the above stated academic year.

Founders’ Woods 4 Bedrooms, 2 Bath.....	\$5,970.00
Founder’s Woods 2 Bedrooms, 1 Bath.....	\$6,780.00
Founders’ Woods 2 Bedrooms, 2 Bath.....	\$7,090.00
Founders’ Woods 1 Bedroom, 1 Bath.....	\$9,890.00

* All stated charges are from the *previous* academic year, and are subject to change.

All Founders’ Woods apartments include the following amenities:

- Neutral Décor
- Contemporary Furniture
- Gourmet Kitchen
- Name Brand Appliances
- Full-size Washer and Dryer
- Microwave Oven
- Dishwasher
- Ice Maker
- Garbage Disposal
- Panic Alarms
- Individual Locks on Bedroom Doors
- Chest of Drawers
- Spacious Bedrooms
- Full-length Mirrored Closets with Shelving
- Comfortable Double-sized Bed
- Study Desk
- High-speed Internet Access
- Cable Television
- Individual Apartment Entrance
- Patio or Balcony
- Smoke-Free Living Space

Food Service

Founders’ Woods residents have the “Choice” to purchase a Student Meal Plan, or not. The student may choose from available options for an additional cost.

Sodexo Campus Services and the dining team at Benedictine University are always striving to bring new and improved types of service to you, our guests. Flex Meal Block Plans have been created so you can enjoy “All You Can Eat Meals” in the Krasa Center Dining Room according to your needs.

You may purchase additional meal blocks as needed. “Munch Money” can be used in the Coal Ben or the Kindlon Hall Coffee Shop at any time and is stored on your Student ID Card, and works similar to a gift card or debit card. If you wish, add Points to your card as well, for use in all food service locations. You save money because you do not pay sales tax on your purchases!

- **To purchase a Flex Meal Block Plan, or “Munch Money” or if you have any questions, please stop by the Food Service Office, located on the second floor of the Krasa Center or call Sodexo at (630) 829-6380.**