

# Housing Application

These terms and conditions are part of the University Housing contract granting a license to use University Housing.

## I. ASSIGNMENTS

### A. University Housing staff will assign a resident to cooperative living units.

1. If the preferred or requested space is unavailable, University Housing staff reserves the right to reassign the student.
2. If a Private, Deluxe Private or Deluxe Apartment is unavailable at Cougar Village Apartments, the student may be assigned to a Shared Bedroom.
3. If a space in Evergreen Hall is unavailable, the student may be assigned to Cougar Village Apartments.
4. If a Deluxe Private or Deluxe Suite is unavailable in Bluff, Prairie or Woodland Halls, the student may be assigned to a Shared Bedroom.

### B. Space Changes

1. Voluntary space changes will be allowed with the approval of University Housing staff at a cost of \$20.
2. Voluntary space changes from a Deluxe Private Bedroom or a Deluxe Suite Bedroom to a Shared Bedroom will only be approved before August 10 for fall semester, January 3 for spring semester and May 1 for summer term.
3. The University reserves the right to reassign a resident as deemed necessary by the University.
4. The University reserves the right to consolidate residents in order to maintain efficient operations.
5. The University may make temporary assignments, placing extra residents in a unit, to accommodate a maximum number of residents. As space becomes available, the resident must move to regular accommodations.
6. Exceptions to the above shall be considered on a case by case basis.

### C. Period of Occupancy

Period of occupancy is as indicated on the application/contract. The resident is eligible to renew their contract if the resident meets the requirements for occupancy, has complied with the terms and conditions and University Living Guide, and has no outstanding University debts that would prevent course registration. Bluff, Prairie and Woodland Halls will be closed during Thanksgiving break, spring break, semester breaks and for the summer term. Accommodations for residents wishing to reside on campus during breaks and prior to the start of a contract period may be made for a nightly charge, if space is available. Temporary space may be different than contracted assignment. All break housing requests must be submitted to Central Housing and are reviewed by the Associate Director of Housing Operations. Students must be in good financial and disciplinary standing to be considered for break housing. Students with approved break housing will be charged the designated nightly charge for staying outside of their contract period. Students remaining in University Housing after the contract has expired, without prior approval from University Housing, will be charged \$50 per day until the student properly checks out. Students who apply for University Housing after the semester begins and are only enrolled in a second 8-week course(s) may move in the Sunday prior to the start of the course. Housing charges will be prorated to reflect the period of allowed occupancy.

### D. Gender Inclusive Assignments

Gender inclusive housing is housing where members of different gender identities live together in a living

unit/apartment. This option is only offered to upperclass students and is available in any upperclass housing area when requested and space is available.

1. All students requesting space must mutually request each other and gender inclusive housing.
2. All students requesting gender inclusive housing must be considered upperclass students at the time of move in.
3. A group of mutual roommate requests must fill the living unit/apartment and leave no open spaces. If a group of students requesting gender inclusive housing are unable to fill living unit apartment, the request for gender inclusive housing will be denied and students will reside in single gender housing.
4. If a requested roommate leaves University Housing or space prior to the end of the housing contract, the remaining roommates will have a limited time frame to find a replacement roommate. The time frame will be determined by the Associate Director of Housing Operations. If a replacement roommate is not found within the designated time frame, all remaining roommates will be moved to single gender housing as determined by space availability.
5. University Housing reserves the right to reassign residents residing in the gender inclusive space due to failure to adjust to living in gender inclusive housing and/or due to conduct issues.
6. It will be the responsibility of the requesting students to respond to any concerns raised by their parent(s) or guardian(s) regarding their choice to live in gender inclusive housing.

### E. Early Move-In Requests

1. Early move-in requests submitted to University Housing are not guaranteed, regardless of the requested reason. University Housing reserves the right to deny all requests.
2. An early move-in request is a request by any student to move in prior to their designated move-in day as designated in their assignment email.
3. If a student wishes to move in prior to the designated move-in day, the student must email their request to housing@siue.edu or online via the SIUE Housing portal. Requests for the fall semester will not be accepted after August 1. Early move-in requests are not accepted for the spring term. Requests for the summer semester will not be accepted after May 1.
4. A student's designated move-in date is indicated in the student's assignment email from University Housing.
5. If a student is permitted to move in early, the student will be assessed a daily fee based on the type of assigned space until their designated move-in day. This fee will be placed on the student's account.
6. Additional information can be found on the University Housing website, siue.edu/housing.
7. If a student does not arrive early or cancels their request, at least 24 hours prior to their move-in, they will be billed for a least one night at the early arrival rate based on the type of assigned space.

## II. ACADEMIC REQUIREMENTS

### A. Academic Year (Fall and Spring)

The resident must register for, enroll in and pass an average of six (6) graduate hours or nine (9) undergraduate hours each semester of the contract period.

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## B. Summer Term (includes May term)

1. The continuing resident who successfully completes the previous academic year requirements, enrolls for the fall semester, and signs a housing contract for the fall semester, is not required to enroll in classes during the summer term.
2. The student is not eligible to live in University Housing in the summer term if they are academically suspended and unable to register for summer courses.
3. The continuing resident who is not returning to University Housing fall semester is required to enroll in and pass at least one course during the summer term.
4. The resident entering summer term must register for, enroll in, and pass at least one course during the summer term.
5. Summer term housing accommodations are provided in limited areas. Students will be required to consolidate to these limited areas.

## C. Eligibility

The resident must inform the Central Housing Office in writing, via email immediately when academic eligibility for Housing ceases.

## III. RESIDENCY REQUIREMENT

First-year students attending Southern Illinois University Edwardsville are required to live in University Housing. This requirement applies to all new students in their first year following graduation from high school. This requirement is applicable to all students only insofar as space is available in University Housing.

Exceptions to this first-year residency requirement may be granted only under certain limited conditions, including the following:

- A. Students residing at a parent's or legal guardian's permanent address, which must be located within 60 miles of campus as measured by Google.com ("Legal Guardian" means a person appointed guardian by a court of competent jurisdiction to act on behalf of the student in place of parents. Legal documentation may be requested for verification.)
- B. Part-time students taking fewer than 12 hours during either fall semester or spring semester
- C. Students enrolled in all online courses each semester
- D. Students over the age of 20 on or before August 15
- E. Students residing with a spouse or qualifying domestic partner under University Housing policy
- F. Students residing with their legal dependents
- G. Students who are veterans of the U.S. military (a DD214 must be submitted)
- H. Students having already completed 56 credit hours accepted by the University toward a degree at the University who have not graduated high school within the last 12 months
- I. Students having lived in University Housing for two semesters or
- J. Students with documented medical needs that cannot be accommodated by University Housing.

Students wishing to be released from the residency requirement must complete an exemption form provided by University Housing to request an exemption from the residency requirement. The student must submit their completed form with documented verification of any of the above criteria by July 1 preceding fall enrollment and December 1 preceding spring enrollment.

First-year students (by high school graduation date) who do not live on campus and have not been approved for an exemption will be charged the shared bedroom residence hall rate.

## IV. FINANCIAL RESPONSIBILITIES

### A. Application Fee

Payment of a \$50 non-refundable application fee is required before occupancy.

### B. Security/Reservation Deposit

1. Payment of a \$75 deposit is required before occupancy.
2. The deposit serves as a reservation deposit until the applicant becomes a resident of University Housing, at which time it also serves as a security deposit against assessed charges and/or University accounts receivable upon check-out.

### C. Contract Payment

The resident agrees, in consideration of the living unit assigned for use, to make payment to the Bursar's Office of the University as follows:

1. Pay the full contract amount at the time of acceptance, OR
2. Pay the housing charges according to the University's Installment Payment Program AND pay a 1.5% service charge on all unpaid monthly balances of University charges.
3. IN THE EVENT IT BECOMES NECESSARY FOR THE UNIVERSITY TO ENFORCE THE TERMS OF THIS AGREEMENT BY LEGAL MEANS OR USE OF A COLLECTION AGENCY, PAY ALL EXPENSES, INCLUDING ACTUAL ATTORNEY'S FEES, COURT COSTS, AND UP TO 50% OF OUTSTANDING BALANCE ASSESSED BY COLLECTION AGENCY RELATED TO THE COLLECTION OF MONIES OWED.

### D. Campus Housing Activity Fee

A non-refundable activity fee is collected from and administered for the benefit of all University Housing residents. The proceeds shall be deposited in a University restricted account to be disbursed by authority of its fiscal officer in accordance with University policy.

### E. Utilities

1. Housing payments include data jack, gas, water, sewer, and an average utility allotment for electric.
2. Utility usage exceeding the average utility allotment will result in charges assessed to the resident's University account.

### F. Damages

The resident agrees to use the grounds, premises, and University property and furnishings in a proper and responsible manner and, at the expiration of the contract, to surrender same to the University in good repair and condition as normal use dictates. The resident will be charged for misuse or damage within the living unit or common area of the building in which they live, including damage as a result of failing to properly report deficiencies. Any charges assessed during the year under these terms and conditions shall be placed on accounts receivable and shall be payable immediately. A resident who has vacated has 30 days to appeal charges in writing to the Associate Director of Residence Life.

### G. Restrictions Governing Contract Cancellation – Before the Contract Period

1. A credit of advance payment and/or security deposit will be made according to the cancellation schedule of the terms and conditions. Cancellations must be requested in writing by the resident and received in the Central Housing Office, 0224 Rendleman Hall, Edwardsville, IL 62026-1056.
2. A charge will be placed on a student's account when the student incurs a cancellation penalty and the cancellation penalty cannot be met by an existing advance payment or deposit.
3. If a resident cancels both summer and fall-spring contracts at the same time, they will only incur cancellation penalties associated with cancelling one contract.

4. The resident must take possession of the assigned space by the third scheduled day of classes of the term or the student will be declared a no show. Possession is completing the check-in procedure or notifying the Central Housing Office in writing of a later check-in date. If the student is enrolled for the term, the student will continue to be charged for the space as if living there. If the student is not enrolled, the student's residency will be terminated and charged a \$250 cancellation fee and two weeks prorated room use fee.
  5. Residents entering University Housing beginning fall semester:
    - a. Residents canceling on or before May 1, \$75 reservation/security deposit is refunded if there is not an outstanding balance on the student's account. Students with an advanced payment on their account for that contract term will have the advance payment credited back to their student account.
    - b. Residents canceling after May 1 and before August 1, the \$75 reservation/security deposit and \$200 advance payment are forfeited. Students who do not have an advance payment on their account are responsible for the \$200 cancellation fee.
    - c. Residents canceling on or after August 1 and before the first day of the contract period, a written request for contract cancellation must be received in the Central Housing Office, 0224 Rendleman Hall. Forms are available at the Central Housing Office in Rendleman Hall or online at [siue.edu/housing](http://siue.edu/housing). Effective August 1, contract cancellation will be considered for approval only in the following instances: graduation, death in the immediate family, academic suspension, marriage, withdrawal from SIUE for the remainder of the contract period, active military duty for more than 30 days or medical accommodations. The resident must provide required documentation.
    - d. All medical accommodation requests and required documentation must be submitted to ACCESS for review and consideration. ACCESS will submit a recommendation to Housing based on their evaluation.
    - e. If the cancellation is approved, \$75 reservation/security deposit and \$200 advance payment is forfeited. Students who do not have an advance payment on their account are responsible for the \$200 cancellation fee.
    - f. Students who provide information to The Office of Admissions that they are no longer attending SIUE may have their contract cancelled. Students have a responsibility to cancel their own contract in writing directly with University Housing.
  6. Residents entering University Housing beginning spring semester:
    - a. Residents canceling on or before December 1, \$75 reservation/security deposit is refunded if there is not an outstanding balance on the student's account. Students with an advanced payment on their account for that contract term will have the advance payment credited back to their student account.
    - b. Residents cancelling after December 1 and before January 1, \$75 reservation/security deposit and \$200 advance payment are forfeited. Students who do not have an advance payment on their account are responsible for the \$200 cancellation fee.
    - c. Residents cancelling on or after January 1 and before the first day of the contract period, a written request for cancellation must be received in the Central Housing Office, 0224 Rendleman Hall. Forms are available at the Central Housing Office in Rendleman Hall or online at [siue.edu/housing](http://siue.edu/housing). Effective January 1, contract cancellation will be considered for approval only in the following instances: graduation, death in the immediate family, academic suspension, marriage, withdrawal from SIUE for the remainder of the contract period, active military duty for more than 30 days, or medical accommodations. The resident must provide required documentation.
  7. Residents entering University Housing beginning May term or summer semester:
    - a. Residents canceling on or before May 1, \$75 reservation/security deposit is refunded if there is not an outstanding balance on the student's account. Students with an advanced payment on their account for that contract term will have the advance payment credited back to their student account.
    - b. Residents cancelling after May 1 and before the first day of contract period, \$75 reservation/security deposit and \$200 advance payment are forfeited. Students who do not have an advance payment on their account are responsible for the \$200 cancellation fee.
  8. Requests to move a fall-spring application/contract to spring only application/contract must be submitted in writing by August 1. Requests to move the application/contract after August 1 are not guaranteed, regardless of requested reason.
  9. Students who have an approved cancellation must reapply and submit the application payment to live in University Housing for the same contract term.
- H. Restrictions Governing Contract Cancellation – During Contract Period**
1. Effective the beginning of the academic year, contract cancellation will be considered for approval only in the following instances: graduation, death in the immediate family, academic suspension, marriage, withdrawal from SIUE from the remainder of the contract period, active military duty for more than 30 days or medical accommodation. The resident must provide required documentation. All medical accommodation requests and required documentation must be submitted to ACCESS for review and consideration. ACCESS will submit a recommendation to Housing based on their evaluation. The resident must properly vacate University Housing by the end of finals or when academic eligibility ceases, whichever is earliest.
  2. A written request for contract cancellation must be received in the Central Housing Office, 0224 Rendleman Hall, Edwardsville, IL 62026-1056. Forms are available at the Central Housing Office in Rendleman Hall or online at [siue.edu/housing](http://siue.edu/housing).
  3. Contract cancellation date shall be either the date the request for contract cancellation is received in the Central Housing Office or official check-out date, whichever is later.
  4. Fall semester approved cancellations – If the cancellation is approved, a resident entering University Housing beginning fall semester who cancels:
    - a. From the first day of the contract period through December 1, the resident must pay the room use fee prorated through the end of the week of official check-out in addition to a \$250 contract cancellation fee.
    - b. After the December 1 deadline and before the beginning of the spring semester check-in, the resident must pay the entire fall semester housing room use fee in addition to a \$300 contract cancellation fee.
    - c. From the first day of spring semester check-in to the last day of the contract period, the resident must pay room use fee prorated through the end of the week of official check-out in addition to a \$250 contract cancellation fee.

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- d. For approved cancellations for graduation received prior to December 1, the cancellation fee is waived.
5. Spring semester approved cancellations – if the cancellation is approved, a resident entering University Housing beginning spring semester who cancels:
  - a. From the first day of the contract period and through the last day of the contract period, must pay the room use fee prorated through the end of the week of official check-out in addition to a \$250 contract cancellation fee. The resident must properly vacate University Housing by the end of finals or when academic eligibility ceases, whichever is earliest.
  - b. For approved cancellations due to academic suspension, the resident must pay the \$75 reservation/security deposit and room use fee prorated through the end of the week of official checkout. Residents not checked out by the end of the second week of the semester must pay the additional \$250 cancellation fee.
6. Summer and May Term approved cancellations –
  - a. From the first day of the contract period and through the last day of the contract period, the resident must pay the room use fee prorated through the end of the week of official check-out in addition to a \$250 contract cancellation fee. The resident must properly vacate University Housing by the end of finals or when academic eligibility ceases, whichever is earliest.
  - b. For approved cancellations due to academic suspension, the resident must pay the \$75 deposit and room use fee prorated through the end of the week of official checkout. Residents not checked out by the end of the second week of the semester must pay the additional \$250 cancellation fee.
7. Non-approved cancellations - The resident must pay for the full contract period.
8. Students who have an approved cancellation must reapply and submit the non-refundable application payment to live in University Housing for the same contract term.

## I. Vacating

1. To ensure a proper check-out, the resident vacating University Housing must complete a proper express check-out including returning all keys to University Housing or make a check-out appointment with a Resident Assistant (RA) at least 24 hours in advance of check-out.
2. A \$25 charge will be assessed for failure to check out properly.
3. All Bluff, Prairie and Woodland Hall residents are expected to vacate University Housing at the end of the fall and spring terms within 24 hours of their last final examination. All Cougar Village and Evergreen Hall residents are expected to vacate University Housing at the end of the spring term within 24 hours of their last final examination.
4. All late departure requests must be submitted to Central Housing and are reviewed by the Associate Director of Housing Operations. Students must be in good financial and disciplinary standing to be considered for a late departure. Students with approved late departures will be charged the designated nightly charge for staying outside of their contract period.

## J. Other Financial Responsibilities

The resident will be held financially responsible for costs not covered in the terms and conditions that are incurred by University Housing in enforcement of this contract including but not limited to cleaning costs, the cost of moving a resident's possessions, legal fees, storage costs, or non-routine maintenance.

## K. Dining Service

Bluff, Prairie and Woodland Hall residents are required to purchase a residential meal plan as part of their Housing contract. Cougar Village and Evergreen Hall residents have the

option to purchase any residential meal plan. The student ID card serves as a meal card. Changes to the residential hall meal plans can be made only during the first two weeks of each semester.

## V. LIABILITY – THE UNIVERSITY IS NOT LIABLE FOR LOSS OF, THEFT OF OR DAMAGE TO PERSONAL PROPERTY OF RESIDENTS.

- A. The resident is responsible for personal effects. The University will not reimburse the resident for damage or loss of personal effects resulting from natural conditions or malfunction of plumbing or other systems. It is strongly recommended that residents secure insurance on their personal property and other valuable possessions.
- B. If, as a result of fire, flood, renovation or other substantial cause, the Director of University Housing or their representative determines that the assigned living unit is uninhabitable, the resident will be offered alternative accommodations in University Housing on a space available basis. Payments will be adjusted when accommodations are not equal to the original assignment. If space is unavailable, University Housing will make reasonable efforts to help find off-campus housing and refund prepaid payments and deposits as required (contract payments will be prorated to the last day of occupancy).
- C. Personal effects left in units or public storage areas will be considered abandoned property and will be disposed of after official check-out. The resident will be held responsible for a minimum charge of \$25 in the case of abandoned property.

## VI. TERMINATION OF RESIDENCY

The University reserves the right to terminate residency for cause upon three (3) days written notice. In cases where a resident's behavior constitutes a significant threat to the safety of residents or other persons or to property of others or the University, a maximum of 24 hours notice may be given. Other conditions which may result in termination of residency include but are not limited to:

- A. The resident becomes delinquent in contract payments, or abandons or vacates the premises.
- B. The resident performs an act of violence toward an individual or property, or theft of property within the confines of University Housing.
- C. The resident fails to comply with terms and conditions, or any other approved Housing policy.
- D. The resident violates the SIUE Student Conduct Code or state or federal laws, including without limitation illegally possessing, selling, or delivering narcotic drug, or other materials prescribed by state or federal laws.
- E. The resident fails to adjust to the group living environment.
- F. The resident is in possession of a beer keg on University Housing premises.
- G. The resident is in possession of firearms or other weapons.
- H. The resident is found tampering with fire equipment (alarms, hoses, extinguishers, smoke detectors, sprinklers, door closures, emergency exits, fire alarm pull stations, etc.) for other than actual emergency situations or intentionally setting false fire alarms faces a jail sentence, fines up to \$10,000, and expulsion from the University.

In cases in which residency is terminated, the resident remains financially responsible for 50% of the remainder of the contract period.

## VII. REPAIRS AND MAINTENANCE

- A. Any decorating by the resident which is not approved by the University Housing staff will result in charges to restore the living unit to original condition or charges for resulting damage.

- B. Failure to properly report damage to the living unit could result in charges to restore the living unit to original condition or charge for resulting damage.
- C. University Housing is responsible for maintaining living units, grounds and public areas. Basic service for heat, lighting and water will be maintained on a priority basis. Other necessary repairs will be completed as availability of staff and parts permits.

## VIII. GENERAL CONDITIONS

### A. Entry Into Living Units

1. University staff are authorized to enter living units without notice when they consider there exists a potential threat to health, safety or welfare of the residents. Such entry will be in the presence of the resident except when circumstances of an emergency nature make such presence impractical. The University reserves the right to enter living units without notice to make timely inspections, repairs, additions or alterations requested by the resident.
2. Private locking mechanisms on doors are strictly prohibited.

### B. Health and Safety

1. The resident is responsible for maintaining a safe, healthy environment within their unit. The resident is required to comply with scheduled safety and cleaning inspections. The resident of a unit may establish shared cleaning responsibilities; otherwise each resident is responsible for the unit. Storage is restricted to the living unit or apartment storage closet. Items left in public areas will be removed by the University.
2. The University will treat each living unit for pests at least once each term and upon request.

### C. Firearms and Ammunition

Firearms, pellet guns, BB guns, air guns, paint guns, firecrackers, or gasoline or other combustible items are not permitted in University Housing. Residents must follow University policies and State law regarding the possession of firearms on campus.

### D. Alcoholic Beverages

Alcoholic beverages may be possessed and consumed by persons of legal age in private living areas of Cougar Village and Evergreen Hall. Private living areas shall be defined as the living unit and do not include lounges, indoor recreation areas, hallways, breezeways, multi-purpose rooms, laundry rooms, balconies, patios, grounds and other public areas. Kegs are not allowed, and will be confiscated. Possession of same will lead to termination of residency. (See Section VI. F. above and University Alcohol Policy). Alcoholic beverages are prohibited at all times in Bluff, Prairie and Woodland Halls.

### E. Parking/Traffic

Vehicles without current license plates, in obvious disrepair or which otherwise appear abandoned will be considered derelict and towed at the owner's expense. Owners of illegally parked cars that hinder other residents' safety or convenience are subject to disciplinary action. Vehicular traffic is restricted to parking lots and roadways. Access to Cougar Village apartment building clusters must be approved by University Housing staff and is restricted to the wide service emergency drives. Illegally parked vehicles may be towed without notice at the owner's expense. (See Motor Vehicle Regulatory Policy).

### F. Keys

Keys will be issued only to the contract holder of each unit and mailbox at check-in. Upon loss or theft of a key, the resident will be charged the cost of a recore.

### G. Personal Property

The University reserves the right to restrict the amount and use of the resident's furniture. Waterbeds and lofting are not allowed. The resident is not allowed to remove University furnishings.

### H. Mail

Residence Halls – Mailboxes are located on the first floor. Cougar Village – Mailboxes are located in the Commons Building. Packages may be picked up from the front desk in a resident's housing community.

### I. Animals

The only pets allowed in University Housing are fish in an aquarium. Aquariums are limited to 30 gallons. Residents with an accommodation who require the use of a service or therapy animal must submit a request to ACCESS for approval prior to the animal occupying the living unit.

### J. Guests

The University restricts the number of guests in living units, including overnight guests. The resident is responsible for the behavior of their guests and any charges resulting from the guests' actions or temporary residence. The resident is not permitted to sublease or provide routine lodging to guests. Guests who violate University or University Housing policies may be asked to leave at any time, and future guest privileges may be removed. (See University Housing Living Guide).

### K. Solicitation

Door-to-door salespeople or solicitors are not permitted on University Housing premises.

### L. Trash Removal

Garbage and trash removal is provided by the University. The resident is responsible for removing trash and garbage from their living unit to the containers provided by University Housing.

### M. Appliances

The University reserves the right to control the use of appliances and assess fees for installation. The resident may not move or disconnect University installed appliances. The resident may not install major appliances.

## IX. PHOTOGRAPH/VIDEO CONSENT

University Housing, its employees, and representatives have the right to take and use photographs, videotapes, digital images, or otherwise recorded images of University Housing residents while in public spaces, offices or University Housing sponsored events. University Housing can publish such images or depictions for promotion, marketing, or educational purposes in any form, including but not limited to print, electronic, video, or Internet. University Housing has the right to edit, crop, retouch, or otherwise alter such images or depictions and students waive the privilege of inspecting such images or depictions prior to publication. All images can be used indefinitely without compensation to the resident and are the property of University Housing. Residents who wish to opt-out of this release must submit a written request to housing@siue.edu.

## X. OTHER POLICIES GOVERNING THE TERMS AND CONDITIONS OF THE RESIDENT'S CONTRACT ARE CONTAINED IN THE UNIVERSITY HOUSING LIVING GUIDE AND APPLY TO RESIDENCY IN UNIVERSITY HOUSING, SIUE.

**EXCEPTIONS** – Requests for exceptions or exemptions from the provisions of these terms and conditions must be submitted in writing to the Director of Housing and will be effective only if approved in writing by the Director.