

## BROMLEY HALL ROOM & BOARD AGREEMENT 2010-2011

Please read and familiarize yourself with the terms and conditions of this Room & Board Agreement, for the Academic Year 2010-11 and the Bromley Hall Rules and Regulations for residents living in Bromley Hall. For questions, please contact the General Manager and Director of Housing at Bromley Hall, 910 S 3RD Street, Champaign, Illinois 61820, (217) 384-6100 or via e-mail to [HousingDirector@BromleyHall.com](mailto:HousingDirector@BromleyHall.com).

**Terms and Conditions, and Regulations of the Bromley Hall Room & Board Agreement and Addendum for Academic Year 2010-2011 are as follows:**

### INTRODUCTION

Bromley Hall strives to provide a residential environment that is both comfortable and conducive to learning and personal growth. Bromley Hall assigns room accommodations without regard to personal characteristics not related to ability, performance, or qualifications as determined by state or federal authorities. Bromley Hall does not discriminate against any person because of age, ancestry, color, disability or handicap, national origin, race, religious creed, sex, sexual orientation, or veteran status.

### BROMLEY HALL ROOM & BOARD AGREEMENT

#### A. Agent Agrees As Follows:

To provide Room & Board and other services to the STUDENT at the prices specified and as indicated in the Room & Board Agreement Addendum, which is incorporated herein by reference, and as limited below, unless sooner terminated as provided for herein.

1. The term "Bromley Hall" shall mean the residence hall located at 910 S 3RD Street, Champaign, Illinois, to where all formal documents and notices are to be sent.
2. The term "AGENT" shall mean The Bromley Group of Companies, Inc., an Illinois corporation acting as the Agent for the owners of Bromley Hall.
3. The term "ADDENDUM" shall mean the Room & Board Agreement Addendum identifying parties and schedule of all charges, payments, guarantees and other related items pertaining to the Agreement. The ADDENDUM must be signed and dated as evidence that the STUDENT and GUARANTOR read, understand and accept the Terms and Conditions of the Room & Board Agreement and the Rules and Regulations of Bromley Hall.
4. The term "STUDENT" shall mean the party identified in the Bromley Hall Room & Board Agreement Addendum entitled to receive the Room & Board accommodations and other services as provided for herein. The pronoun "his" shall also be construed to mean "her" and vice-versa.
5. The term "signature" or "electronic signature" shall mean either one of the following:
  - a. Written or printed name of student, parents or legal guardian on Bromley Hall documents;
  - b. Stamp imprinted name of student, parent or legal guardian on Bromley Hall documents; or,
  - c. The last four digits of the social security identification numbers of the student, parent or legal guardian on Bromley Hall documents as the case may be.
6. The term "University" shall mean the University of Illinois in Champaign/Urbana.
7. The term "Academic Year" specified in the Bromley Hall Room & Board Agreement Addendum shall mean the period encompassing the "fall" and "spring" semesters commencing with the first day of the "Official Program for New Students" as fixed by the University for each semester and ending with the last day of the official University examinations for each semester. All Room & Board Agreements for accommodations in Bromley Hall are for the entire Academic Year unless otherwise modified, canceled or terminated as provided for herein.
8. The term "Room" shall mean a room accommodation designated by the AGENT and of the type specified and selected by the STUDENT in the Bromley Hall Room & Board Agreement Addendum.
9. The term "Board" shall mean meals provided by the AGENT in accordance with the "board plan" specified and selected by the STUDENT in the Bromley Hall Room & Board Agreement Addendum. All students are required to purchase a board plan for each semester.
10. The term "Telephone Service" shall mean the local telephone service in Bromley Hall, and does not include long distance and/or toll calls that will be billed directly to the STUDENT by the telephone company provider or AGENT.
11. The term "Cablevision" shall mean the local basic cable television service in Bromley Hall, and does not include the premium and/or "pay-per-view" channels.
12. The term "Internet access" shall mean a broadband connection to the University's campus-wide network. This will include rate-limited access to the Internet via a Local Area Network connection in the resident's room.
13. The term "Rules and Regulations for Bromley Hall Residents" shall mean those rules and regulations promulgated by the AGENT.

#### B. Student Agrees As Follows:

1. To live in the room type with the board plan and other accommodations specified and selected in his/her Bromley Hall Room & Board Agreement Addendum. All residents of Bromley Hall are required to have a board plan. Failure to

pick up a room key does not relieve the STUDENT from the terms and conditions of this Agreement.

2. To pay a \$300 Security Deposit and a \$50 non-refundable processing fee at the time the ADDENDUM is signed. The \$300 Security Deposit will be retained by the AGENT until the end of the Academic Year. If STUDENT fulfills all the obligations under this Agreement, said Security Deposit will be refunded within thirty (30) days following the expiration of the term of the contract less deductions for any damages to the AGENT's personal property, furniture, furnishings, and equipment in excess of normal wear and tear, plus any unpaid financial obligations established by the Agreement. The \$50 processing fee will not be refunded.
3. To pay the total amount due hereunder, including all state and local taxes in accordance with one of the payment schedules noted below. All payments are to be sent to Bromley Hall, 910 S 3RD Street, Champaign, IL 61820 or to wherever else the AGENT may so designate.
  - (a) Four equal installments due on or before June 15, July 31, October 31 and December 31 in the Academic Year; or,
  - (b) For an additional, non-refundable \$200 Accounting Fee the STUDENT may pay the total amount due hereunder in seven equal installments due on or before August 15, September 15, October 15, November 15, December 15, January 15, and February 15 in the Academic Year.
  - (c) For an additional \$200 Special Accounting Fee those students receiving financial aid and/or scholarships, the STUDENT may pay the total amount due hereunder in two equal installments, the first due on or before October 1st and the second due on or before February 1st in the Academic Year. In order to be eligible for this payment schedule the STUDENT must provide AGENT with copies of his/her financial aid and/or scholarship award document(s), in which case the \$200 Special Accounting Fee will be waived and credited to the STUDENT's account on February 1st provided student makes the scheduled payments as called for in this paragraph.
4. Installment payments are to be paid by money order, personal check, cash or credit card with a small surcharge added. However, should any check be dishonored or returned by the bank or any other institution for any reason or any credit card used be declined, challenged or charged back, either on a temporary basis or for any reason, STUDENT will pay a fifty dollar (\$50) service charge to AGENT and will pay AGENT the amount of the dishonored personal check or declined, challenged or charged back credit card charge by money order, certified check or cash within five (5) days of notification by AGENT.
5. Time is of the essence and STUDENT shall pay a late charge of one and one half percent (1.5%) per month of the current balance each month thereafter if any

installment is received on or after the eleventh day following the due date.

6. That the AGENT shall not be liable for injury, loss, or damage to person or property occurring within Bromley Hall. STUDENT assumes all risk of loss or hereby does hold AGENT and owner harmless and does indemnify AGENT and owner against loss or damage resulting from any claim for damage of STUDENT's property within Bromley Hall, which may be caused by water leakage, fire, windstorm, explosion, or other cause, or by the act, or omission of any other STUDENT in Bromley Hall. STUDENT agrees to and hereby does indemnify AGENT and owner against loss or damage resulting from any claim or claims asserted against AGENT and owner by any person or persons for loss of or damage to property or injury to persons based upon alleged acts, omissions, or negligence of STUDENT, his agents, or his guests, in or in connection with the use of and/or occupancy in Bromley Hall by STUDENT.
7. To comply with all the regulations of the University of Illinois Code of Policies and Regulations Applying to All Students and the Rules and Regulations for all Residents and newsletters promulgated by the AGENT, all of which are incorporated herein by reference. The Rules and Regulations may be amended or changed and all rules and regulations, amendments, and changes shall become effective upon promulgation to the STUDENT without prior notice.
8. To take good care of the room and all personal property, furniture, furnishings and equipment supplied to the STUDENT or installed by AGENT; to pay his/her proportionate share of the cost of all damage thereto within five days after demand therefore by the AGENT.
9. That he/she will be enrolled as a full-time student and attending classes regularly.
10. To perform and be bound by all the Terms and Conditions of this Agreement, the Room & Board Agreement Addendum and the Rules and Regulations for Residents promulgated by the AGENT, and hereby acknowledge that he/she has read and understands these items and signed the Room & Board Agreement Addendum accordingly.

#### **C. General Conditions**

1. AGENT and STUDENT agree that "Certified Housing" designation by the University of Illinois of Bromley Hall shall be deemed a material element of this Agreement and a mutually dependent covenant with the STUDENT's obligation to pay for Room & Board hereunder. If at any time during the Academic Year such certification is withdrawn, the Agreement and the STUDENT's obligations hereunder shall be voidable at the STUDENT's option.

As part of the certified agreement that Bromley Hall has with the University of Illinois, students living in the University Residence Halls will be allowed to transfer into Bromley Hall without any financial penalty whatsoever; similarly, Bromley Hall residents will be allowed to transfer

into the University Residence Halls without any penalty subject to the following conditions established by the University. As a prerequisite to certification from the University, the following provisions are a requirement in our Agreement:

- (a) **New, first-time attending undergraduate** UIUC students who first arrive on campus for Fall 2010 or Spring 2011 semester and who have a contract with the University of Illinois Residence Halls may cancel their housing contract without penalty to contract with the above named unit any time through September 1, 2010 for the Fall semester 2010 and through November 15, 2010 for the Spring semester 2011, providing they meet established criteria for release.
- (b) **Returning undergraduate UIUC students who were on campus before Fall 2010** may cancel their 2010-2011 contract with the University of Illinois Residence Halls without penalty through May 1, 2010, and move to the above named unit for Fall semester 2010, or November 15, 2010 for Spring semester 2011, providing they meet established criteria for release.

These cancellation dates are *subject to change by the University*. This reciprocal housing agreement is between the University and Bromley Hall and does not apply to any other housing facilities at the University of Illinois.

## 2. Contract Cancellation Provisions

The Bromley Hall Room & Board Agreement Addendum is legally binding and holds the STUDENT to the financial obligations of the entire contract period (Academic Year).

The Agreement may be cancelled by STUDENT only at the following times and under the following conditions, provided that the (i) STUDENT gives written notice to Bromley Hall of his/her election to cancel the Agreement, (ii) such notice specifies the basis of the cancellation, and (iii) such notice is received by Bromley Hall on or before the respective dates set forth below. All cancellation notices **MUST** be in writing and delivered to the "Manager" of Bromley Hall at 910 S 3RD Street, Champaign, IL 61820 for processing. Verbal notices of cancellation shall not constitute valid notification.

- (a) Before the beginning of the Academic Year, the following conditions will apply for the cancellation and settlement of the Bromley Hall Room & Board Agreement:

- (1) A request for cancellation of the Agreement will be approved and full refund will be made provided STUDENT is denied permission to enroll, except for reasons of discipline, or is advised by the University Health Service or his college dean's office not to enroll and this fact is validated to the AGENT's satisfaction.

- (2) If a request for cancellation of the Agreement is received on or before June 30th the Agreement will be cancelled and all payments made by STUDENT will be refunded less a \$250 cancellation charge.
  - (3) If a request for cancellation of the Agreement is received on or after July 1st and before August 1st the Agreement will be cancelled and all payments made by STUDENT will be refunded less a \$500 cancellation charge.
  - (4) If a request for cancellation of the Agreement is received on or after August 1st the Agreement will be cancelled based upon a financial settlement whereby the STUDENT forfeits the Security Deposit and pays the AGENT 25% of the total contract charges established by the Agreement.
- (b) After the beginning of the Academic Year, the following conditions will apply for the settlement and cancellation of this Agreement:

- (1) If the University Health Service or STUDENT's college dean's office recommends that the STUDENT withdraw from the University and such fact is validated to the AGENT's satisfaction and the reason is one other than University disciplinary action, the Agreement will be terminated and the AGENT will charge the STUDENT a weekly prorated amount for the STUDENT's actual period of occupancy plus an amount equal to 50% of the remaining charges for that semester, and all monies received in payment of this Agreement in excess of these charges will be returned to STUDENT, except for the Security Deposit which will be retained by AGENT.
- (2) If, for academic reasons, the University denies the STUDENT permission to enroll in the University for the spring semester, the Agreement will be canceled and the AGENT will charge the STUDENT for the fall semester's Room and Board charges and all monies received in payment of this Agreement in excess of these charges will be returned to STUDENT. The Security Deposit will be retained by AGENT.
- (3) If the STUDENT marries, withdraws from the University of his own accord, or desires to vacate to any other privately owned housing, the Agreement may be canceled by the STUDENT by so notifying the AGENT in writing at least thirty (30) days in advance and paying the AGENT a weekly prorated amount for the STUDENT's period of occupancy, plus 50% of the remaining amount due for the Academic Year charges after the student moves out. The Security Deposit will be retained by AGENT.

3. Residents are expected to remove personal belongings from rooms within 24 hours after termination of their Agreement. Charges and refunds will be prorated on a weekly basis after the STUDENT's belongings are removed from the room and the student signs the Residence Hall Check-Out Form, obtained from the Residence Life Staff. It is the STUDENT's responsibility to be certain that the check-out form is signed and dated correctly. All charges continue until the STUDENT checks out properly.
4. In the event that any provision hereof with respect to termination or cancellation of the Agreement is contrary to state or local laws, such provision shall be deemed amended to conform to such law, and the remaining provisions hereof shall not otherwise be affected thereby. In the event that any provision or part of a provision of this Agreement is held invalid or unenforceable, the other provisions and parts of provisions shall remain in full force and effect.
5. In the event STUDENT is in default under this Agreement and such default is not cured within five days after the AGENT has given written notice thereof to STUDENT, the AGENT shall have the right to terminate this Agreement and STUDENT shall peacefully surrender the room to the AGENT. The AGENT may, without formal demand or further notice of any kind, reenter the room and repossess it by force, summary proceedings, ejections, or otherwise may dispossess STUDENT and remove STUDENT and STUDENT's property there from without being liable for any damages therefore. Such termination of this Agreement by the AGENT shall not relieve STUDENT of his liability and obligations under this Agreement, and such liability and obligation shall survive such termination; provided however, in the event of such termination, the AGENT shall retain the Security Deposit and STUDENT shall be liable to the AGENT for the payment of fifty percent (50%) of the remaining charges due under this Agreement prorated weekly after the date STUDENT surrenders the room. Default on the part of STUDENT shall include, but not be limited to the following:
  - (a) Failure to comply with any of the terms and conditions contained in the Agreement, including any delinquency in the due and punctual payments of any charges or other payment required hereunder for more than fifteen (15) days after the date such payment is due;
  - (b) Maintaining a nuisance within Bromley Hall;
  - (c) Disorderly or illegal behavior (including illegal gambling of any sort), possession or sale of firearms, explosives, weapons, alcoholic beverages, hazardous or illegal substances, drugs, or chemicals deemed dangerous in nature by Bromley Hall on the part of the STUDENT or the STUDENT's guests;
  - (d) Inability or refusal on the part of STUDENT to adjust to the concept and requirements of living in a STUDENT residence environment as solely determined by the AGENT;
- (e) Violation of any Rules and Regulations established for residents of Bromley Hall as promulgated by the AGENT and/or the University's *Code of Policies and Regulations Applying to all Students*, that can be found at <http://www.admin.uiuc.edu/policy/code/>
6. All parties to this Room & Board Agreement agree that the covenants, conditions and agreements herein contained shall be binding upon, and apply and inure to, their respective heirs, executors, administrators and assigns. This Room & Board Agreement and any and all written endorsements thereupon constitute the entire extent of the Room & Board Agreement between Bromley Hall and the resident. In the event Bromley Hall incurs costs and/or legal expense to enforce the covenants and agreements of this Room & Board Agreement, the resident agrees to reimburse Bromley Hall for all reasonable costs, collection fees and attorney fees.
7. The STUDENT further agrees that neither this Agreement nor any interest herein may be transferred or assigned or otherwise transferred or disposed of by STUDENT without prior written consent of the AGENT, and any attempted assignment or transfer in contravention of this clause shall be of no effect, without exception. AGENT may withhold its consent to an assignment or transfer for any reason whatsoever.
8. The STUDENT agrees that his or her signature in the Bromley Hall Agreement Addendum shall be equally valid and binding whether it contains an original signed signature by the STUDENT or a signature sent by the STUDENT by facsimile or other electronic transmission of the STUDENT's signature.
9. This Agreement shall be governed by the laws of the State of Illinois, County of Champaign and all suits shall be held in the jurisdiction of Champaign County.
10. The parties agree that this Agreement **may not be modified or canceled orally by either party**. Any and all changes or amendments to the Agreement must be in the form of a written Room & Board Agreement Amendment, signed by both parties, prepared by the AGENT upon written receipt of a written request from the STUDENT for a change in STUDENT's accommodations in accordance with the terms and conditions contained in this Agreement.
11. The STUDENT agrees that this Agreement constitutes the entire Agreement of the parties hereto and supersedes any prior written or oral agreements that may have been made between the parties hereto.

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