



**AGREEMENT:** All of the terms, conditions, and information contained in this Summer 2020 Illinois Tech Residence Life Contract for Room and Board ("Contract") are an integral and binding part of this Contract. This Contract is made and entered into between Illinois Institute of Technology ("Illinois Tech") and the undersigned student (or his/her legal guardian if said student is under the age of 18) ("Student"). Student shall be assigned to a residential unit as determined by Illinois Tech. The Contract term is for the Summer Session selected in the online contract process (the "Term"). Student shall pay, in full, the balance of room and board charges per the payment plan selected by Student as described in the Bulletin and Schedule of Classes, the terms of which are hereby incorporated by this reference. It is further agreed and understood that room and board charges are subject to modification by Illinois Tech in the event either Student's room assignment changes or the number of students assigned to his/her room changes during the Contract period. The summer contract term is from May 18 – August 9, 2020. This Contract may only be terminated (i) with the prior written approval of the Dean of Students, and (ii) in accordance with the terms and provisions set forth in Section Q.

**A. INTRODUCTION**

All material contained on this page is, and shall be deemed, an integral and binding part of this Contract. It is Student's responsibility to become familiar with and to abide by all provisions of this Contract, and by executing this Contract, Student is acknowledging that he/she has done so. Student shall also comply with all rules, regulations, policies, and procedures set forth in the Illinois Tech Residence Hall Handbook and Illinois Tech Student Handbook, all of which are hereby incorporated by this reference.

**B. GENERAL TERMS AND CONDITIONS**

Illinois Tech and Student intend to maintain this Contract in full force and effect for the Term (which corresponds to Illinois Tech's academic years); provided, however, that the parties expressly agree that this Contract shall automatically terminate, though the student shall remain subject to a cancellation charge as provided for herein, and that Student must immediately "check out" of their room on the date they are no longer enrolled at Illinois Tech or VanderCook, regardless of the reason for non-enrollment. Student agrees to comply promptly and fully with all oral and written instructions of Illinois Tech officials relating to the conditions of this Contract. Student shall not make or permit any use of his/her assigned room or residence hall or dining privileges for (i) any commercial purposes, or (ii) in violation of any federal, state, or local law, ordinance or regulation, or Illinois Tech policy, including but not limited to those related to alcohol, narcotics, smoking gambling, firearms, and weapons, or (iii) any activity, which, in the opinion of Illinois Tech officials, violates any law or Illinois Tech regulation; is dangerous to life, limb, or property; interferes with the study, sleep, or comfort of any resident of the building; or permits occupancy by any but students duly assigned by Illinois Tech Office of Residence Life staff.

Carman and the McCormick Student Village are anticipated to be open throughout the Summer Terms, which run from May 18 through August 9, 2020. Students in Summer Session C or D not residing on campus for the Fall 2020 semester, may be moved to a temporary room until their move out on August 9, 2020.

**C. ROOM ASSIGNMENT POLICIES**

Student acknowledges that Illinois Tech makes housing assignments for their entire selected Term or remaining portion thereof. Under no circumstances will Illinois Tech make assignments or approve any room changes based upon any applicable, statutorily prohibited factor, including, without limitation, race, sexual orientation, national origin, or religion. Singles and/or temporary housing may be assigned at the discretion of the Office of Residence Life staff or designee, but such double rooms assigned as singles may revert back to double rooms if the Office of Residence Life staff or designee determines, in his/her discretion, reasonable reasons exist. Priorities for specific housing preferences are based upon the criteria included in this Contract and the date and time of receipt of this Contract by Office of Residence Life. If Student fails to occupy assigned accommodations by their move-in date without having contacted Office of Residence Life in writing, then the space may be assigned to another individual, this Contract may be terminated, and cancellation fees may be assessed. All room and roommate changes must be approved by the Office of Residence Life staff or designee and/or other authorized Illinois Tech officials. Room changes between buildings are not permitted without approval by the Office of Residence Life staff or designee. Room change requests will be honored only during the designated room change period, unless the change is a result of consolidation. (See Section E below.) In accordance with applicable policies, all Illinois Tech first-year students are required to live in Illinois Tech residence halls or other Illinois Tech-approved housing or with his/her parent/guardian.

**D. BOARD PLAN**

The Board plan for summer is optional for students living in housing with an in-unit kitchen. All students residing in a space without an in-unit kitchen are required to have a meal plan. With respect to board plans, Student shall comply with all rules, regulations, policies, and procedures set forth in this Contract, the Illinois Tech Residence Hall Handbook, and Illinois Tech Student

Handbook. No request to change Student's board plan will be honored or processed during the Term. Board plan change requests, including cancellation, must be submitted to the Office of Residence Life via email to housing@iit.edu

**E. CONSOLIDATION POLICY**

If Student has not contracted for a single occupancy room and is without an assigned room/suite mate at any time during the Term, they may receive written notice that they have been placed into room/suite consolidation. Consolidation requires Student to select or be matched with a room/suite mate with a resident who also do not have a room/suite mate. All changes in rooms/suites and/or room/suite mates must be approved in writing by the Office of Residence Life staff or designee before the move. Illinois Tech will do its best to allow Student to choose the new room/suite and/or room/suite mate but Student may be reassigned to another room or suite, or may be required to receive a newly assigned room/suite mate without approval of the student. If the required consolidation is not completed within the designated time period, then Illinois Tech may automatically begin to charge Student, and they shall be obligated to pay, the single room rate.

**F. DAMAGES; CONDITIONS OF ROOMS**

Student will be held financially responsible for damage (other than normal wear and tear) to his/her room and in other areas of the residence hall complex (including, but not limited to, fire damage). Damage assessments will be billed to Student's account. If Office of Residence Life is not able to identify a responsible party, or parties, and/or no person or persons take(s) responsibility for damages, it is understood and agreed that all occupants of a room will be billed equally for room damages. Damage done to central areas not assignable to specific individuals may be pro-rated to all students residing on that floor or in the complex. Student is not permitted to install additional or different locks of any type on room doors. Such locks will be removed by Illinois Tech staff at the expense of the room occupants. Reasonable cleanliness of the room is the responsibility of the occupants of that room. Periodic room inspections may be made by authorized Illinois Tech officials for the purpose of ascertaining damage or conditions deemed potentially threatening to health or safety. The times for these inspections, except during deemed emergencies and any vacation period, will be announced at least 24 hours in advance. Student is to promptly correct deficiencies discovered as a result of a room inspection. Student is required to place maintenance requests for room damages through HawkWorks on the MyIIT Portal. Student is held personally and financially responsible for all behavior that takes place within or emanates from his/her assigned room.

**G. LIABILITY**

Illinois Tech assumes no responsibility or liability for the personal property of Student. This includes, but is not limited to, damage or loss due to fire, theft, flooding, vandalism, abandonment, and the like. If Student desires this kind of protection, he/she must make his/her own arrangements for such insurance.

**H. ACCESS**

Access to campus housing is through the Illinois Tech-issued student HawkCard ID (the "ID card"). The ID card also acts as the meal pass for all Illinois Tech cafeterias. All guests must be signed into the residence halls in accordance with current guest policies. (See the Illinois Tech Residence Hall Handbook.) Student will be held responsible for the behavior of his/her guests. Student must carry his/her ID card at all times to enter the building and/or to use his/her meal plan. If Student cannot show a valid ID card, he/she may be denied access to his/her assigned building and may be unable to use his/her meal plan. Lost or broken ID cards must be reported to Access, Card, and Parking Services immediately and must be replaced within one business day of reported loss/damage. A replacement fee will be charged for all malfunctioning, lost, stolen or damaged ID cards.

**I. ROOM INSPECTION, ENTRY, AND SEARCH**

It is the policy of Illinois Tech to grant students only such limited privacy in their rooms as may be consistent with the basic responsibilities of Illinois Tech to fulfill its educational functions and to conduct its day-to-day operations. Student acknowledges that these responsibilities require Illinois Tech to have



a reasonable right to enter Student's room to assure proper upkeep, confirm occupancy, to provide for the health and safety of Student and/or other students, and/or to investigate, when reasonable suspicion exists, possible violations of law or Illinois Tech regulations occurring therein. In furtherance of the foregoing, regular room inspections will take place at least once per semester.

**J. VACATION PERIOD**

Designated summer housing residence halls are anticipated to be open during the break between Spring Semester and Summer Terms, which runs from May 11 through May 18, 2020.

Students in Summer Session C and D not living in the residence halls for the 2020-2021 academic year may be moved to a temporary room until the end of their contract term. All must vacate their rooms by their contract end date, absent prior written permission from the Office of Residence Life to remain in their rooms beyond this date. Any unauthorized individual living in the residence halls during the vacation period may be assessed a daily fee, an improper check-out fee, and be reported to the relevant Illinois Tech officer for possible disciplinary action.

**K. UNAUTHORIZED USE OF ROOMS**

Student shall neither allow anyone to live in his/her room who is not assigned to the room by an authorized Illinois Tech official nor assign or sublease this Contract to any other person. Any unauthorized person living in the room will be deemed to be trespassing and may be subject to appropriate legal action, and Student may be subject to disciplinary action. Any attempted assignment or sublease of this Contract shall be automatically deemed null and void and of no effect, and Student shall remain fully liable under this Contract.

**L. CHECK IN and CHECK OUT**

Student move in or check in will occur on the first day of the Contract's Term. If Student is granted permission to arrive prior to May 18, 2020, all Contract terms, including cancellation assessments, will apply as of the date of Student's actual move in, including temporary and short-term housing. Early arrival requests, which must be approved by the Office of Residence Life, must be submitted through email at housing@iit.edu. Provided his/her request for early arrival is granted, Student check in may occur prior to the first day of the Contract, and will result in additional nightly fees for early arrival. Cancellation terms (See Section Q below) are effective upon Student check in.

Student will not be considered officially checked out of his/her room until all personal possessions are removed and room keys are returned. Student agrees to follow the current check-out policy when moving out of the residence hall. (See the Illinois Tech Residence Hall Handbook for the most current version of the check-out policy and associated fees.) Student will be assessed a fee for not following check-out procedures.

Current residents will be allowed to remain in their current space until their new summer term assignment is available. Current residents staying for Session A or D may be asked to move to their summer room between May 11 to May 29, 2020. Communications about this process will be sent to the Student's Hawk email. Students will typically receive 48 hours of notice to complete their move.

**M. KEYS AND PASSES**

One room key and one mailbox key shall be issued to Student. (The ID card functions as a room key for State Street Village students.) Said keys shall remain Illinois Tech property licensed to Student only so long as Student may rightfully occupy the residence hall room to which said keys correspond. Student shall not deliver, surrender, or otherwise relinquish possession of said keys to another person without the prior written consent of an authorized Illinois Tech official, nor shall Student duplicate or modify said keys or cause or permit said keys to be duplicated or modified. As further explained below, if Student loses or fails to return his/her keys, he/she will be assessed a lock change charge per key. Replacement cost for loss of student ID card will result in a card replacement fee. Unauthorized possession, duplication, or modification of said keys may be grounds for disciplinary action and/or criminal prosecution.

Student shall deliver possession of said keys to an authorized Illinois Tech official immediately upon termination, regardless of the cause, of Student's right to occupy the room to which said keys provide access, or otherwise immediately upon demand of such official. Violations of any provision of this paragraph, including, but not limited to, failure to return said keys to Illinois

Tech because of theft or loss, shall subject Student to a replacement fee and may be grounds for declaring Student in breach of this Contract or the taking of other actions by Illinois Tech. The ID card issued to Student shall allow entry into the residence hall only so long as Student may rightfully occupy the residence hall room to which Student is assigned. Student may not lend his/her ID card to any other person. Unauthorized use of ID cards will be reported to the relevant Illinois Tech officer for possible disciplinary action.

**N. NONWAIVER OF COVENANTS AND CONDITIONS**

The failure of Illinois Tech to require strict performance of any of the covenants or conditions of this Contract, or to avail itself to any rights or privileges enumerated herein in any one or more instances with regard to any one or more students, shall not constitute a waiver or relinquishment of its future right to enforce such covenant, condition, right, or privilege, and the same shall remain in full force and effect. The receipt by Illinois Tech of any payment, without knowledge of a breach of any covenant or condition hereof, shall not constitute a waiver of such breach. No waiver by Illinois Tech of any provision hereof shall be effective unless expressed in writing and signed by an authorized representative of Illinois Tech. This Contract shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its choice of law principles, and the parties agree to personal jurisdiction and venue in the state and federal courts located in Cook County, Illinois, in any suit or proceeding arising out of the subject matter of this Contract.

**O. RESERVATION OF RIGHTS**

Illinois Tech reserves the right to make assignments of space (See Section C above); to authorize or deny room or roommate changes (See Sections C and E above); to consolidate vacancies (See Section E above); or to require Student to move from one room or hall to another, as determined by Illinois Tech, in its discretion to be in the best interest of Student, other students, and/or Illinois Tech.

**P. NON-DISCRIMINATION**

Illinois Tech is committed to the exploration of values and new ideas. Illinois Tech, therefore, seeks to provide a learning environment free of harassment and discrimination against any person or group based on race, gender, sexual orientation, age, national origin, religion, marital status, disability, or other applicable statutorily protected factor. It is understood that any such discriminatory or harassing behavior on the part of Student shall be a material breach of this Contract.

**Q. CANCELLATION**

This Contract is for the Term, which corresponds to Illinois Tech's 2020 summer term. To cancel, a Student must submit a written request for Room and Board Contract cancellation to the Office of Residence Life. Cancellation requests must be submitted through the Office of Residence Life email housing@iit.edu. Cancellation requests submitted by any other means will not be honored or processed. Student acknowledges and agrees that Illinois Tech reserves the right to assess the following cancellation fees in the event Residence Life agrees to the early termination of this Contract:

Cancellation Charges		
Effective Date of Termination (Summer Contract)	Room Contract Owed	Board Contract Owed
Date of contract submission through May 03, 2020	25%	0%
May 04–May 17, 2020	50%	0%
Any time on or after May 18, 2020	100%	50%

Notwithstanding anything herein to the contrary, Illinois Tech reserves the right to terminate this Agreement without penalty or liability effective upon notice to Student. Termination shall be exercisable at Illinois Tech's sole and absolute discretion based upon its assessment that: (i) a government rule, regulation, advisory or guideline, or operational, and/or (ii) financial conditions of Illinois Tech, make it unreasonably burdensome, impractical, inadvisable or unlawful for Illinois Tech to provide or continue to provide the facilities and services contemplated hereby. In the event of Illinois Tech's termination, Illinois Tech will refund to Student any prepaid amounts received in connection with this Agreement if notice is sent prior to May 18<sup>th</sup> or a pro-rata refund if terminated thereafter.