

Apartment No. \_\_\_\_\_

- University Village
- East Village (Two-Bedroom Furnished Only)
- Lamoine Village

- One-Bedroom Unfurnished
- One-Bedroom Furnished
- Two-Bedroom Unfurnished
- Two-Bedroom Furnished

1<sup>st</sup> Lessee: \_\_\_\_\_

1<sup>st</sup> Lessee ID#: \_\_\_\_\_

2nd Lessee: \_\_\_\_\_

2nd Lessee ID#: - -

Additional Occupants:

Name: \_\_\_\_\_ Relationship \_\_\_\_\_ Gender \_\_\_\_\_ Birth date \_\_\_\_\_  
 Name: \_\_\_\_\_ Relationship \_\_\_\_\_ Gender \_\_\_\_\_ Birth date \_\_\_\_\_  
 Name: \_\_\_\_\_ Relationship \_\_\_\_\_ Gender \_\_\_\_\_ Birth date \_\_\_\_\_

I HEREBY CONTRACT FOR AN APARTMENT WITH GRADUATE AND FAMILY HOUSING AT WESTERN ILLINOIS UNIVERSITY FOR THE DATES INDICATED. I ASSUME RESPONSIBILITY FOR PAYMENT THEREOF AT THE RATES ESTABLISHED BY THE UNIVERSITY AND HEREBY AGREE TO THE TERMS, CONDITIONS AND ALL UNIVERSITY RULES AND REGULATIONS IN RELATION TO GRADUATE AND FAMILY HOUSING AS DEFINED BELOW. ALL INDIVIDUALS STAYING IN A UNIVERSITY OWNED APARTMENT MUST SIGN THE LEASE (HUSBAND/WIFE, CO-LESSEES ETC.)

WESTERN ILLINOIS UNIVERSITY  
(Lessor)

\_\_\_\_\_  
(1st Lessee)

By: \_\_\_\_\_  
Assistant Director of Residential Facilities

\_\_\_\_\_  
(2nd Lessee)

Date: \_\_\_\_\_

**LEASE TERMS AND CONDITIONS**

**I. ELIGIBILITY** - Residents must be full-time registered Western Illinois University students during fall and spring terms unless an exception is obtained in advance from the Assistant Director of Residence Life or designee. An exception may be given for circumstances such as completion of a thesis paper or registration for less than a full-time program for degree completion. Occupancy is restricted to a student resident, spouse and/or children. Other adults, children, or pets are not permitted to reside in the apartment. Married, domestic partners and single-student parent applicants are assigned first, followed by single graduates and nontraditional undergraduate students at least 24 years of age. Married and domestic partners student applicants must provide a copy of their marriage certificate or domestic partnership declaration by the time they sign their lease. All occupants must be in good financial standing with WIU. Students with children must have a copy of a birth certificate for all dependent children on file. Two-bedroom apartments are reserved for married, domestic partner and single-student parents with no more than two (2) children. The spouse/domestic partner and child(ren) must be present at the time of move in order to be eligible for a two-bedroom apartment. Pregnant single applicants may move in at beginning of the term during which the baby is expected and medical documentation is required. One-bedroom apartments are limited to one (1) child. Single graduate students planning to co-lease an apartment are eligible to co-lease with same gender student applicant who meets all eligibility requirements.

**II. DEPOSIT** - A housing deposit, in US currency, is required at the time of application. One half of the housing deposit is a nonrefundable administrative processing fee retained to cover costs related to contract processing. The other half is a damage deposit and assurance of contract fulfillment. All or part of the damage deposit will be returned at the completion of the contract term if the Lessee has fulfilled the contract terms and conditions. Residents who are granted release from contract, other than at the end of a term, forfeit the deposit unless exception is granted by the Assistant Director of Residence Life or designee with rent liability to be determined by the University.

**III. RENTAL TERM & RATE**

- June 1, 2008 – July 31, 2008 - Summer \_\_\_\_\_ per Month
- August 1, 2008 – May 31, 2009 - Fall/Spring \_\_\_\_\_ per Semester
- August 1, 2008 – December 31, 2008 - Fall \_\_\_\_\_ per Semester
- January 1, 2009 – May 31, 2009 - Spring \_\_\_\_\_ per Semester

Rentals are for the full period specified in the lease. Rent charges begin the first day of stated occupancy and continue until vacate date. Rent payments are payable in or to the Billing and Receivables Office according to due dates as indicated on billing notices. A monthly finance charge of 1% on any unpaid balance is assessed. Non-payment of rent may result in any or all of the following: 1) eviction, 2) inability to register for and/or attend classes, 3) an encumbrance will be placed on University records. Upon payment of delinquent rent, these penalties will be removed. Should a payment check be returned for any reason, an additional service charge will be assessed. The University reserves the right to increase apartment housing rental rates at any time. Student Lessees may reside in apartments at student rates as non-registered students during Summer. Two single Lessees are jointly liable for rent. The co-Lessee who first leases an apartment retains the right to remain an occupant if a dispute arises between Lessees. In addition to the rent, residents are also charged semester fees for computer network access and telephone access.

**IV. OCCUPANCY** - The Lessee agrees that the apartment will be occupied only by those listed on the lease. Occupancy by two single graduates is limited to members of the same gender unless they have filed a marriage license or a domestic partnership declaration. Guests may stay for a maximum of one week, and any requests for extended stay must be submitted in writing to the GFH office for review at least one week prior to the proposed extended stay. Falsification of records and other infractions will result in forfeiture of the deposit, and Lessee may be asked to vacate the unit immediately with rent liability continuing until the apartment can be reassigned. Lessee shall occupy the apartment for the full term of the lease, with full rent liability shared by signatories to the lease. Summer occupancy will be available to eligible students currently residing in Graduate and Family Housing and/or who are registered for the following fall semester. The Lessee must notify the GFH office if they are going to be gone for any longer than 4 consecutive days during their lease period.

**V. CHANGES IN THE ORIGINAL LEASE**- The Lessee agrees that changes in roommates or requests for change in apartment assignment are allowed with proper advance notice. However, every time a new lease must be prepared, a \$50 change of lease fee will be charged to process the change. Changes are subject to approval by the Graduate and Family Housing office.

**VI. VOLUNTARY TERMINATION OF CONTRACT** - An Intent to Vacate Form is required of all residents at least 30 days prior to vacating. Failure to give proper notice of vacate shall result in forfeiture of the housing deposit and Lessee being charged rent 30 days after the notice of intent to vacate. If a resident changes the intent to vacate date less than one week prior to check-out, an improper check-out fee will be assessed at the time of check-out. Upon withdrawal from the University, Lessee may be allowed to terminate lease and will be held responsible and charged for rent through the end of the 30 day notice of intent to vacate period. If termination of this lease is sought at any time during the lease period because of extenuating circumstances, Lessee may be released from the contract, will forfeit housing deposit and may be held responsible for rent charges through the 30 day notice of intent to vacate period. Voluntary termination of the contract to avoid rent payments over a semester break period is prohibited.

**VII. INVOLUNTARY TERMINATION OF CONTRACT** - The conditions of this contract are breached if:

1. a. Occupants fail to be in good financial standing. The University may, demand payment and notify occupants in writing that unless payment is made within the time mentioned in the notice, the rental agreement will be terminated. If student resident remains in default after demand of payment by University Housing, the University may bring a summary proceeding, action, or suit. Charges will be assessed to the student resident for each step necessary for eviction procedures and any legal costs incurred.
- b. Student resident has misrepresented any material fact in the application or other statements submitted.
- c. Student resident is involved in any illegal activity as determined by University regulations.
- d. Student resident is dismissed from the University by reason of disciplinary action.
- e. Behavior of student resident, spouse, or children indicates life or health of tenants may be in danger.
- f. Student resident fails to enroll, withdraws enrollment, or does not complete the required semester hours during the academic year.
- g. Student resident is conducting an organized business for remunerative purposes from the apartment.
2. Upon notice to the Student Resident, Graduate and Family Housing may terminate this contract for any such breaches of contract shown above and the Student Resident agrees that upon written notice of involuntary termination of the contract for breach of any of these conditions the Student Resident will vacate the apartment within a reasonable time to be specified by Graduate and Family Housing and will pay to Graduate and Family Housing all charges and liquidated damages.

**VIII. RULES AND REGULATIONS** - Residents agree to comply with all federal, state, local, and University laws, ordinances and regulations regarding conduct, health, safety and other matters concerning activities on or conditions of the leased premises and common areas. **This includes policies and procedures contained in the WIU Code of Student Conduct and the GFH Handbook, which are addendums to this contract and provided with the housing contract.**

**IX. USE OF SPACE**

1. a. Apartment and Community Furnishings: Lessees may not remove furnishings and fixtures belonging to the Lessor. Resident must cover at least 2/3 of floor space with area rugs or carpet remnants in all rooms. Floor coverings must not be affixed to the tile floor. Personal air conditioners, washers, dryers, freezers, dishwashers, and additional stoves and refrigerators are not permitted in apartments. Lessee shall be held responsible for the proper care and use of items in apartments and of community facilities used. Lessee shall report immediately to the Resident Manager any loss of or damage to fixtures and furnishings including structural, mechanical, equipment, and furniture repairs needed. All replacements and repairs shall be made by University, and those made necessary by acts attributed to the Lessees, including accidents, misuse, carelessness or negligence, shall be made at the Lessee's expense. Payment for such damages shall be charged to the Lessee's account.
- b. Apartment and mailbox keys may not be duplicated. A maximum of two keys will be issued to the occupants of any apartment.
- c. Resident shall not attach an aerial, awning, or clothesline to the exterior of the building; nor affix anything to the exterior of the premises, including plastic coverings over the windows. Satellite dishes are not allowed. Resident shall not use trees, grass, balcony railings, or picnic tables for washing or drying personal belongings.
- d. Resident shall not obstruct the corridors, stairways, or entryways or use such areas for children's play or for storage. The University reserves the right to remove all obstructions and dispose of the same as its discretion. Balcony areas may not be used for storage (e.g., mattresses, bikes, household furniture, clothing, clothesline, auto part, etc.)
- e. For safety, Resident shall not have or permit any open or covered fire, including but not limited to a hibachi or barbecue, on or in any balcony, stairwell, or entryway of any building. Resident may not have cut, real trees on the premises.

**X. COMMUNITY RESPONSIBILITIES**

- a. Noise and other disturbances: Residents are expected to observe the academic nature and close quarters of the community and should not make or permit noise that is objectionable to other residents to be heard outside of their own apartment. Residents should not play any musical instrument, radio, stereo, television, or create/permit other noise loud enough to be heard in surrounding apartments.
- b. Child Abuse or Neglect: Children may not be left alone for any period of time without adult supervision. The University retains the right to use all available Lease provisions and to cooperate with any local or state agency when cases of child neglect or abuse are made known.
- c. Violence: Western Illinois University is committed to creating a community free from violence and will hold residents responsible for violent behavior exhibited by themselves or their guests. This includes, but is not limited to, physical assault, sexual assault or harassment, relationship and domestic violence, stalking, threats and intimidation, reckless endangerment to others, and indecent exposure; whether against family members, visitors, or other residents, and whether conducted in person, via telephone, facsimile or computer transmissions. The use or possession of firearms is strictly prohibited on University property.
- d. Alcohol and Other Drugs: The use or possession of alcoholic beverages is permitted in accordance with the State of Illinois statutes. Kegs and illegal substances are not permitted. The use of illegal substances will be prosecuted in accordance with Illinois State law and the University Judicial process.
- e. Pets: No animals or birds, domestic or wild, shall be permitted on the premises. Lessee admitting pets to the premises shall forfeit the housing deposit and may be asked to pay for apartment extermination as well as to vacate the unit with rent liability continuing until the apartment can be reassigned.
- f. Solicitation: Solicitors or salespeople are not given access to the premises except with written permission from the Assistant Director of Residence Life. Residents may not conduct solicitation without receiving permission from the University.
- g. Fire Safety: Residents are expected to be conscious of the welfare of others at all times and may not knowingly or recklessly set a fire, tamper with any smoke detector or fire safety device, falsely report a fire. Lessee shall not store combustibles or flammable material within premises. Walkways must be kept free of all objects. The use or possession of fireworks is prohibited on University property and in University apartments. Lessee shall permit nothing to be done in the apartment premises nor bring or take anything thereon which will in any way increase the risk of fire or in any way conflict with the rules and ordinances of the local Fire Department. All occupants are required to evacuate when the emergency notification system (Fire alarm) is activated.
- h. Communicable Diseases: Lessee must report immediately to Beu Health Center any case or suspected case of communicable disease.
- i. Cleanliness and Sanitation: In order to reduce fire hazards, prevent insect or rodent infestation or other health concerns, and increase the longevity of the facilities, residents are expected to maintain high standards of housekeeping. Dirt, trash, or waste shall not be swept out of doors or thrown from windows or balconies. Lessee shall be responsible for depositing all garbage, recyclables (plastics, glass, aluminum cans, paper) in the designated garbage and recycling receptacles provided outside the building. Residents are expected to contact their Manager promptly if insect or rodent activity is discovered and to cooperate with the University's prevention and/or treatment program for the elimination of pests. The University schedules and conducts an Annual Pest Control Application All-building Spray, and residents must leave the building for the designated five-hour period on the day of their own building spray. The University reserves the right to inspect apartments for health and safety reasons.
- j. Parking: Parking facilities are provided for one registered auto per apartment and automobiles must be parked in the lot designated for the building in which the owner resides. All additional registered cars shall be parked in auxiliary parking areas as provided. All autos shall be parked only in areas provided for that purpose. The speed limit on the premises shall not exceed 10 miles per hour. Driving or parking on the grass is prohibited. All student and staff cars and bicycles must be registered and parking stickers purchased by the Office of Public Safety.
- k. Humidity Control: In order to control the humidity levels in your apartment, residents are expected to follow these guidelines during the months of June, July, August and September. All windows and doors are to remain closed. Air conditioning is to remain on at all times. During these four months, if you are to be out of your apartment for more than 4 days, you must notify our office at 298-3331. Any water leaks or other liquid spills must be cleaned up immediately. If you have a dehumidifier in your apartment we require that these are emptied daily to assist in keeping the humidity at the proper levels. If at any time you see or experience moisture or water leaks on your floor, windows, bathroom etc., because of condensation, water pipe leaks, or air conditioner leaks, please call our office and we will get a technician out to repair the problem. If at any time you see the introduction of mold on your walls, countertops, or ceiling, please notify our office immediately.

**XI. RIGHT OF ENTRY** - Lessee shall permit authorized University employees to enter apartment premises in an emergency, for yearly apartment inventory/condition audit, or at any reasonable time to inspect and/or repair property and equipment for health and safety reasons. Advance notice will be given whenever possible; however, in the event of an unforeseen emergency, advance notification may not be possible. Residents may not have additional locks, latches or similar devices installed on any apartment entrance or interior door. Regularly scheduled preventive maintenance measures are taken relative to steam and electrical service, resulting in temporary power outages that affect air conditioning and hot water availability. Advance notice will be given for all planned service shutdowns.

**XII. LIABILITY** - The University shall not be liable to Lessee or to the agents or guests of Lessees for any injury to any person or damage to any property caused by water, rain, fire, storms, or accidents; or by the breakage, stoppage or leakage of any water, gas, steam, or sewer pipes, plumbing, electric ranges or refrigerators, or of laundry machines and dryers upon, about or adjacent to said premises; or by any cause or causes beyond the control of Lessor. The liability of such risks of all such injury or damage being expressly assumed by the Lessee. **Lessee should cover all personal property with renter's insurance or other appropriate insurance.** Personal effects, valuables or other property left in apartments or storage rooms and not claimed within 60 days after vacate shall be considered abandoned property and may be disposed of at the discretion of the University.

**XIII. OTHER** - The University, in consultation with the duly constituted governing body of the apartment housing residents, reserves the right to make other regulations as deemed necessary for securing the maximum comfort, convenience, and safety of all concerned.