# Chicago State University Housing & Residence Life Student Housing Agreement and Terms and Conditions for Residence Hall Occupancy

This Student Housing Agreement (hereinafter referred to as "Agreement" or "Housing Agreement") is between Chicago State University (hereinafter referred to as "University" or "CSU") and the undersigned Student (hereinafter referred to a "Student" of "Residential Student"). The fulfillment of the Agreement is contingent upon completion of University requirements, availability of space within the University Residence Hall and the proper signature(s) on this Agreement. If the residential student is under the age of 18, a parent and guardian must execute the Agreement and guarantee the payment of room and board expenses.

A signed Agreement does not constitute admission to the University. **Admission to the University is a separate process completed directly with the Office of Admissions**. Students who seek to cancel their housing Agreement must do so in writing to the Office of Housing & Residence life.

This housing agreement is subject to and incorporates the provisions of the University Board of Trustee Rules and Regulations, University Student Handbook, University Housing Handbook, and the University Student Code of Conduct. Further, all CSU students are bound by applicable State of Illinois statutes, which apply to Students in University housing.

The University reserves the right to not enter into or terminate this Agreement where the University determines that a student presents an imminent or substantial threat to self, students or staff, engages in extreme disruption to housing and residence life operations, or provides falsification of student information in their housing or admission application.

Student (or parent/guardian of a minor student) acknowledges that they have read this Agreement, understands, and agrees to all terms and conditions of the Agreement. Student agrees to comply with all policies of the University and the Office of Housing & Residence Life

## I. Occupancy and Contract Period

By entering into this Agreement, the Student agrees to live in the Residence Hall and maintain a contract meal plan for the duration of the fall and spring semesters, excluding break periods. Any residential student who departs the Residence Hall during the period of this Agreement without notifying Housing & Residence Life, in writing, will be responsible for all charges incurred during the Agreement period.

This Agreement is valid for the Fall and Spring semesters only, as defined by the current years Academic Calendar. The 2023-24 Housing Agreement Term is as follows:

Non-graduating residents – August 16, 2023, to May 7, 2024. Graduating residents - August 16, 2023, to May 10, 2024.

The University may adjust occupancy periods due to unforeseen circumstances, alterations in the academic calendar, or forced majeure.

## Occupancy During Non-Academic Periods

Students may not occupy their residential spaces during academic breaks including Thanksgiving, InterSemester, and Spring Breaks without the advance written approval of the Office of Housing and Residence Life. Students must request to occupy the residence hall space during the Office of Housing and Residence Life official request period. A daily charge of \$55 for occupancy before or after aforementioned dates will be applied if a student is found to be in the space without prior written approval.

#### II. Eligibility

Students must be enrolled as a full-time Chicago State University student taking a full-time course load as defined by the academic program. Students must have and maintain a cumulative GPA of 2.0, be in full medical compliance with the Wellness/Health Center, have a clear criminal background (completed through castlebranch.com) and have no University financial holds in order to be eligible to live in the Residence Hall.

Students with a cumulative GPA of less than 2.0 for <u>two</u> consecutive semesters will not be eligible for a housing contract for the next academic term. Students may reapply for housing once they reestablish the required cumulative GPA.

The University reserves the right to terminate this Agreement if the student no longer meets the eligibility requirements.

#### **III.** Contract Termination

The University maintains the right to terminate this Agreement prior to the expiration of the Term in the event the student should violate any terms of this Agreement or be found responsible for violating

any policies of the University as found in the Code of Conduct and/or other University policies or documents. University housing may also be denied based on past violations of the Student Code of Conduct.

Student will receive a prorated refund of any prepaid housing fees, based on the University's refund schedule, less any applicable fees or charges. Should the University terminate this Agreement for cause (including dismissal due to a violation of the Student Code of Conduct), the student will continue to be liable for all housing charges and will not receive a refund of any housing charges. The student will be required to vacate the Unit as of the effective date of the Agreement Termination.

Students dismissed from the University for code of conduct violations must officially check out of the Residence Hall and remove all personal belongings from the room within 48 hours. Personal belongings left in the room will be discarded after 7 business days from the 48-hour move out period.

The University, through appropriate due process procedures outlined in University policy, may terminate this Agreement if the student fails to meet the full terms and conditions of this Agreement, including but not limited to the following:

- 1. Delinquency of payment.
- 2. Failure to comply with Community Living Standards, Residence Hall Handbook, Housing Agreement or Student Code of Conduct;
- 3. Substandard Academic Performance or GPA;
- 4. Conduct that poses an imminent or substantial risk of harm to self or others in the residence hall or larger campus, or is a substantial disruption to University or Residence Hall operations;
- 5. Violations of University governing policies.

#### IV. Contract Release

To be released from this Housing Agreement without penalty, Students must cancel this Agreement prior to the first day of classes in writing by notifying the Director of Housing and Residence Life. If the Student does not show up by the Wednesday of each semester opening, and has not submitted a prior written cancellation, the student will be held accountable for all terms and conditions of this Agreement, if the student is currently registered for courses at CSU.

If the Student withdraws from the University during the semester, after taking occupancy of an assigned room, the student shall be obligated to pay all Room and Board expenses under this Agreement for the current semester, as articulated in section XII Refunds, and must officially check out with their Resident Assistant (RA) and the Office of Housing and Residence Life. If the Student fails to properly check-out, they will be assessed a \$100 improper checkout charge.

## V. Assignments

The Department of Housing and Residence Life reserves the right to make room assignments, room changes, and room consolidations, as deemed necessary for residence hall operations. Students are assigned to rooms in accordance with their legal gender. CSU offers single gender occupancy residence

hall rooms. Students interested or in need of gender-neutral housing options should contact the Director of Housing and Residence Life. Housing is assigned on a first-come, first-serve basis.

This Agreement does not guarantee assignment to a particular building or Unit. In the event of a vacant space, the student must keep an available Unit ready for a Roommate to move in should they not have a current Roommate. Assigned furniture needs to be available, and the Unit needs to be kept in a clean, orderly and sanitary fashion, which is satisfactory to the Housing Department. In the case that a vacancy occurs in a Unit, the residential student agrees to accept an assigned Roommate or move to another Unit at the request of the University.

The University reserves the right to change room assignments, to relocate individuals, or groups of individuals to eliminate a disruptive environment, undertake necessary facilities/maintenance updates/fixes or to consolidate vacancies. When a vacancy occurs, the University reserves the right to show the room and assign a new occupant. The University reserves the right to make room assignments and reassignments as deemed in the best interest of the University.

Room assignments will not be held nor guaranteed for students who arrive late or fail to show up. If the Student withdraws during the semester, they must officially check out with their Resident Assistant (RA) and the Office of Housing and Residence Life. If the Student fails to do so, they will be assessed a \$100 improper checkout charge.

Once the Student takes residence hall occupancy, the student shall be obligated to pay all amounts due under this Agreement for the full duration of the term of this Agreement.

## VI. Temporary Housing

The demand for campus housing often exceeds supply. In an effort to provide housing to as many students as possible, some confirmed residents may be assigned to a temporary housing space. Temporary spaces are (1) study lounges located within the residence halls that have been furnished as a two or three-person residential room, (2) residential spaces on campus that are held in reserve for emergency use, and (3) residential spaces on campus where additional furnishings are added. Students in temporary lounge spaces or expanded occupancy rooms (see options one and three above) will be charged a rate of 80 percent of the cost of that building's double room rate. Once the resident in a temporary space is assigned to a permanent space, the student will be required to move and be charged the full, prorated amount for the new space. The University reserves the right to make all decisions relating to temporary housing.

# VII. Subletting and Unauthorized Use of Rooms

Residential students shall not sublet or allow anyone to live in their room/suite who is not assigned by the Office of Housing and Residence Life. Students who allow their room/suite to be used in violation of this provision will be subject to disciplinary action and/or termination of this Agreement by the University. Students are also prohibited from engaging in any commercial activity, sale of items, or the soliciting of funds in the Residence Hall.

# VIII. Available Room Types

<u>Double</u>- Two (2) students per room (shared bathroom with two other students in the adjoining room; <u>Double as Single</u> - One (1) students per room (shared bathroom); and <u>Single</u> - One (1) student per single room. Only the Student(s) assigned shall occupy the room space. Independent room, suites, or roommate exchanges are prohibited. The room change request period will begin after the first month of the semester.

## IX. Requesting Housing Accommodations

The Abilities Office requires students to submit documentation in support of their specific accommodation requests. Documentation serves two primary purposes: (1) It establishes that the individual is entitled to legal protections under the Americans with Disabilities Amendments Act and/or Section 504 of the Rehabilitation Act. (2) It helps to determine what, if any, environmental adaptations are necessary for the individual's equitable access to courses, programs, services, and activities at Chicago State University.

These guidelines are not meant to be a replacement for direct communication with the Abilities Office. Determining reasonable accommodations is an iterative process that considers the individual nature of a request. Documentation and Approval from the Abilities Office is required to receive housing accommodations.

## A. Emotional Support Animals

All students must receive approval from the Abilities Office prior to bringing an Emotional Support Animal ("ESA") into the Residence Hall. A student requesting to keep an ESA in Campus Housing must make a formal request with the Abilities Office at <a href="https://www.csu.edu/dosa/diversity/abilities/accommodation request.htm">www.csu.edu/dosa/diversity/abilities/accommodation request.htm</a>. The student must submit disability documentation that shows a link between the animal and documented disability and there must be evidence of an established treatment relationship with an appropriate provider.

The following factors, among other factors, may be considered as evidence in determine whether the presence of the animal is reasonable for University On-Campus living for individuals with Emotional Support Animals:

- 1. The animal's size for available assigned Housing space (e.g., too large).
- 2. The impact of the animal's presence on another individual's housing rights (e.g., serious allergies of existing roommate)
- 3. The animal's disposition, behaviors, and evidence of being housebroken or able to live with others in a reasonable manner
- 4. Current and appropriate proof of registration
- 5. Current and appropriate proof of vaccinations
- 6. Whether the animal poses or has posed in the past a direct threat to the individual or others such as aggressive behavior towards or injuring the individual or others; or the

animal causes or has caused excessive damage to university property beyond reasonable wear and tear

#### B. Service Animal

A Service Animal is defined as a dog (and, under limited circumstances, a **miniature horse)** that is trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual or other mental disability. The work a service animal has been trained to provide must be directly related to the person's disability.

The University's expectation is that the animal's sole purpose is to perform work for the student/handler. Federal law does not require an individual to provide documentation that a Service Animal has been trained as a Service Animal. CSU may ask if the service animal is required because of a disability, as well as what work or tasks the animal has been trained to perform.

Service Animals whose behavior poses a direct threat to the health or safety of others or is disruptive to the campus community may be excluded regardless of training, documentation or certification. Animals whose sole function is to provide comfort or emotional support, or to act as a crime deterrent, do not qualify as Service Animals.

When not obvious what service an animal provides, failure to provide documentation and/or appropriately register a pet or animal with the Office of Housing and Residence Life is a violation of the University Student Code of Conduct and Residence Hall Handbook. Failure to comply with this policy may lead to the cancellation of this Agreement and additional university sanctions, up to and including suspension or expulsion.

## X. Sexual Assault Training

The State of Illinois mandates that all institutions of higher education provide sexual awareness training to all incoming students. Furthermore, Chicago State University believes that an informed student body is in all of our best interests. Therefore, every student living in the Residence Hall is required to complete training provided by the Title IX officer.

## XI. Mandatory Floor/Wing/Residence Hall/ Trainings and Meetings

The Department of Housing and Residence Life staff members will hold Residence Hall meetings and training to inform residents of upcoming events, community living standards and expectations, and to communicate information. These meetings are mandatory for all residential students.

These meetings provide residents an opportunity to ask questions about policies, provide feedback regarding campus living, meet the staff, and interact with other residents in the building. Residents are expected to inform a staff member if they are unable to attend the meeting.

## XII. Dining Services

University Students living in the residence hall are required to have the Residential meal plan. The first contract meal of the semester is dinner on the Sunday before classes begin. The last contract meal of the semester is the meal preceding the last scheduled final examination. Board privileges are not transferable to another individual. There are no refunds for meals not eaten.

Residents are offered three (3) options for meal plans: 10 meals per week, 15 meals per week and 19 meals per week.

The University reserves the right to change food service options and procedures. The University also reserves the right to alter food service options and procedures based on required or recommended Public Health Requirements, such as, for example, by providing meals on a "grab and go" basis, limiting self-service food practices, imposing dining hall capacity restrictions, staggering hours of service, and similar measures.

#### XIII. Laundry

Student laundry is included in Student Housing services. Laundry will run on an "open" basis. Students may be limited to a set number of wash and dry cycles per week or per semester, as determined by the University from time to time. Use of the Student Housing laundry facilities is limited to students and staff residing in the residence halls with a current Student Housing Agreement. If non-residence hall students are found to be using the laundry rooms, they may be required to pay for the use of the laundry machines and may be held accountable based on the University's Community Standards and other applicable. The University maintains the right to monitor the operations of the Laundry room; such as creating a scheduled time, closing for cleaning/maintenance services, etc. Students are responsible for their belongings in the laundry area and the University isn't responsible for missing clothing or items in the laundry room.

# XIV. Payment and Fees

Students are billed each semester in accordance with the fees approved by the Board of Trustees annually. By submitting this signed Agreement, the student agrees to pay for the assigned residential space by the end of the College add/drop period as determined by the University Academic Calendar. Should payment or payment arrangements not be made by the student by the end of the University add/drop period, the Agreement may be terminated by the University. The student may be required to vacate the Unit, forfeit the housing deposit, and may be assessed a \$500.00 termination fee. Any student who departs the Residence Hall during the Contract Term Period of this Agreement without notifying the Housing & Residence Life, in writing, will be responsible for all charges incurred during the Agreement period, subject to the limited exceptions set forth in this Housing Agreement. Students removed from the Residence Hall for Code of Conduct violations, who remain enrolled at Chicago State University, will be responsible for all Room and Board expenses charged remaining outstanding on this Agreement. Students whose Housing Agreement is terminated by the University for reasons set forth shall not be entitled to any Room and Board Expense waiver.

#### XII. Refunds

If the Student cancels this Agreement in writing prior to the contract term, they will receive 100% refund of room and board costs. If the Student officially withdraws from the Residence Hall between the First and Fourth week of classes, he/she will receive a refund based on a percentage rate. <u>There is no refund after the fourth week of classes.</u> Please refer to the semester cancellation form for specific dates and refund schedule:

Dofund

| Cancellation                           | <u>keluna</u>          |
|--|------------------------|
| Move-In or Before First Day of Classes | 100% of Room and Board |
| Withdrawal Schedule                    | <u>Refund</u>          |
| During First Week of Classes           | 80% of Room and Board  |
| During Second Week of Classes          | 60% of Room and Board  |
| During Third Week of Classes           | 40% of Room and Board  |
| During Fourth Week of Classes          | 20% of Room and Board  |
| After the Fourth Week of Classes       | 0% of Room and Board   |

# XV. Damage Fee

Cancallation

The Student is responsible for all room damage, other than ordinary wear and tear, to the common areas of the Residence Hall and room to which they are assigned and the furnishings therein. Damage within a room is the joint responsibility of the assigned student(s), unless another student takes full financial responsibility for the damage. Student is also responsible for damage caused by their guest(s).

The University shall assess charges to the assigned Student(s) for loss or damage to furnishings or equipment in a room or suite. The Office of Housing and Residence Life and/or the Facilities and Management staff will determine damages. Common areas include lobbies, lounges, stairways, hallways, laundry room, vending, and the elevator. The University will bill any such charge to the responsible student's financial account and if unpaid, will place a hold on her/his account to prevent future registration.

## **XVI. Personal Property**

The University is not responsible for personal property loss or damage in the Residence Hall due to theft, fire, water, heat, or other causes. Students are encouraged to investigate coverage under their parents' homeowners' insurance policy, which may extend coverage for property in their room.

# XVII. University Right of Room Entry

Authorized University representatives may enter student's room, dorm, suite or unit at any time without prior notice, after knocking and announcing their presence, for the purposes of: (1) making necessary or agreed-upon repairs; (2) supplying necessary or agreed-upon services; (3) investigating health or safety concerns, or suspected violations of housing and other University policies and Public Health Requirements (including, but not limited to, violations of firearm/weapons policies or drug, tobacco, and alcohol use policies); (4) verifying occupancy; (5) conducting inventories of University or other property; (6) health and safety inspections and (7) conducting facility inspections.

Authorized University representatives may search for and confiscate items that are in violation of University, federal, state or municipal laws or regulations. The student will be informed promptly after such an entry is made if authorized University representatives have discovered any violations. Notice will be given prior to entry into the student's room for inspections and routine maintenance will be posted in advance, when possible.

Student rooms are checked immediately after the Residence Hall is closed during breaks for preventive maintenance, safety, and security precautions. These inspections do not involve intrusion into the student's personal belongings. The staff and/or University Police will remove any illegal or unauthorized item in "plain view" in the student's room (e.g., drugs, alcohol, weapons, fireworks, pets, or any unauthorized appliances). Any evidence seized in the room can be used against the Student during a University judicial proceeding, Student of Conduct investigation and/or any criminal investigation.

## XVIII. Health and Safety Inspections

In order to maintain proper health and safety standards, students are expected to keep their living space and bathrooms reasonably clean and sanitary. Signs will be posted on each wing/floor informing students when room inspections will be held. Resident Assistants will conduct visual room inspections looking for prohibited items, cleanliness and sanitation, safety, and to address maintenance concerns.

If the room/suite fails an inspection, the room/suite will be re-inspected within 24 hours. Failure to pass inspections will result in disciplinary action and/or termination of this Agreement.

#### XIX. Prohibitions

Students are prohibited from possessing any of the following items in the Residence Hall: firearms, weapons, ammunition, explosives, fuel, toaster ovens, alcoholic beverages or paraphernalia (containers, bottles, bongs, etc.) illegal drugs, including marijuana, or paraphernalia, candles and incense, cooking and heating appliances, ceiling fans, air conditioners, space heaters, and pets (except fish maintained properly in a 10-gallon aquarium or less). See full list of prohibited items in the residence hall handbook.

Note: an exception to this policy is available for students with disabilities who require the use of a

Service Animal and/or Emotional Support Animals registered with the Abilities Office and acknowledged through a housing designee signature.

#### XX. Guests

After the first two weeks of each semester, guests will be allowed to enter the residence hall. Guests must always be escorted by the resident when outside of the resident's individual room or suite. All guests are required to provide a State-Issued ID to the Front desk Attendants and sign in with their host. Students found in violation of this guest policy are subject to fines, loss of guest privileges, and other disciplinary actions, up to and including contract termination, suspension, or expulsion.

# XXI. Quarantine / Isolation / Separation

At any time, the University may require a resident to leave their University Housing unit if that resident's continued presence in the housing community poses a health or safety risk for community members. Residential students may be required by Housing to leave their assigned space due to COVID-19, or other highly communicable disease, virus, or infection. Not all Housing residential rooms or halls are appropriate for self-quarantine/self-isolation. If a student is recommended to self-quarantine/self-isolate, they might not be permitted to continue residing in their original room. In that case, if they are unable to return home during this time (including, but not limited to, international students, students who don't have a home to go back to, or students who have "at risk" individuals at home), they will be assisted in finding alternative housing arrangements as needed but such alternate arrangements not guaranteed. Removal from Housing to isolate or quarantine does not constitute a termination of a residential student's housing contract.

# XXII. Accountability, Abandonment and Liability

Students are required to know and adhere to the rules and regulations set forth in the Student Residence Hall Handbook, Student Code of Conduct, and all University and State policies and procedures. Additionally, notices regarding housing will be sent to the student's university email address, which is the official communication channel of the University. As a result, residential students are required to check their emails once daily. The Housing and Residence Life Department may at times choose to inform students of important updates using posters, mailings, flyers, and bulletin board postings.

Abandonment: Students are responsible for removing all personal items when a Unit is vacated. Any items left in any Unit after voluntary or involuntary termination of the Agreement will be considered abandoned. The University does not take responsibility for any items left in a Unit. If a student abandons property for more than five business days, the Housing Department will dispose of items and the student's account will be assessed for cleaning.

Liability: The University shall not be liable for any failure, delay or interruption in performing its obligations herein stated due to causes or conditions beyond its control. Under no circumstances shall the University be liable for any loss, theft, damage to a Student's personal property or effects, or for the

personal property or effects of the student's guests.

Student Property: The student is responsible in full for any damage to or loss of student property, including money, personal belongings, computers and electronics, or other items of value, located in or on the University's premises. The University disclaims any and all liability for damage to or loss of the student's property. Students, at their own expense, are encouraged to hold renter's insurance.

## XXIII. Compliance with Other University Policies and Applicable Law and COVID-19 Consent

The student acknowledges that the student is aware that, in addition to this Contract, the University has a number of policies that relate to and govern student conduct. Those policies are contained in several different documents, including, but not limited to, the University's Community Standards; the University's Code of Student Conduct; the Undergraduate Studies Catalog; the University's Course Catalog; and University Wellness Center and Residence Life policies, all as updated from time to time.

At all times, the student is responsible for accessing online the most up-to-date version of such University policies. Policies posted online are the most current versions and are intended to supersede prior online versions and hard copies. The student agrees to become familiar with these documents and policies and to comply with the obligations set forth in these publications and in other University policy statements that pertain to students or student conduct or activities, as amended from time to time. The student is also required to comply with the laws of the United States, the State of Illinois, and all ordinances and regulations of the City of Chicago, including, without limitation, Public Health Requirements. Violations of University policies during the winter break period are treated as Spring Term violations.

The University will have the right to update and unilaterally amend this Contract from time to incorporate changes to University policies, applicable laws and/or Public Health Requirements. By entering into this Contract:

- (A) Student agrees that if the student receives a COVID-19 positive diagnosis, regardless of where the testing is conducted or the diagnosis provided, the student will immediately report such diagnosis to the University by email at coronavirus@csu.edu or by phone at 773-995-2010; and
- (B) Student consents to the disclosure by the University and others set forth in this paragraph of the student's identifiable health information related to any tests results, diagnosis or vaccinations for COVID-19 to other departments and units in the University and applicable University employees, agents and contractors, including without limitation the Wellness Center, Housing and Residence Life, Campus Safety, Facilities, Housekeeping, Dining Services and Dean of Students, and to applicable international, federal, state, and local governments, departments and agencies based on Public Health Requirements.

The purpose of this consent is to assist in accessing and evaluating COVID-19 results for the health, safety and welfare of the University community and others, for compliance with Public Health Requirements and for follow-up purposes, including without limitation quarantine, exposure evaluation and contact tracing purposes.

#### XXIV. Certification

Student (and parent/guardian of a minor student) acknowledges that they have read this Agreement, and that they understand and agree to all terms and conditions of the Agreement. Student agrees to comply with all Housing & Residence Life Policies, as set forth in this Agreement, during the term of their occupancy in the Residence Hall.

By signing the Housing Agreement, the student (and parent/guardian of a minor student) acknowledges that Covid-19 is a public health risk, and the University cannot guarantee safety or immunity from infection. Student voluntarily assumes all risks associated with coming or returning to campus, including the risk of exposure or infection with Covid-19.

By electronically submitting this Contract or otherwise entering, agreeing to or signing this Contract, I certify and understand that:

- (A) I have read and understood the terms and conditions of this Agreement;
- (B) This Agreement is a legally binding Contract;
- (C) I agree to be bound by the provisions of this Contract; and
- (D) I am committing to the terms and conditions set forth herein.

I understand that if I am a minor (under 18 years of age), my parent or guardian must also read and agree to the following statement:

Insert Signature Block unless this will be signed electronically. Please advise.