

ROOSEVELT UNIVERSITY

Application and Contractual Terms and Conditions

Academic Year 2006-2007

8. A Unit shall be occupied solely by the Resident or Residents assigned to that Unit.
9. All Residents assigned to a Unit are jointly and severally liable for all damage or defacement of their Unit and loss or damage to its furnishings. Each Resident is liable for any damage or defacement of public/common areas of UC or HCC and loss or damage to EAF's or Roosevelt University's equipment or furnishings directly or indirectly caused by the Resident. Resident agrees to assume full responsibility for the conduct and actions of guests, including guests' harm to individuals or damage or defacement of EAF or Roosevelt University property and shall be liable for all damage or defacement of EAF's or Roosevelt University's property by the Resident's guests.
10. Resident, on his or her own behalf and on behalf of his or her guests, agrees to fully comply with all directions from Facility Manager and the School or its assignee and the policies and regulations (including all amendments and additions) during the Application and Contract Term contained in the UC or HCC Residence Life Student Handbook and School Student Handbook.
11. The School reserves the right to require a Resident to seek physical or psychological evaluation if, in its opinion, it feels the Resident is at risk of harming himself/herself or others. The School reserves the right to contact the legal guardians or emergency contact of any resident to inform them of hospitalization or serious injury or physical impairment.
12. The UC or HCC operates on the School calendar. This Application and Contract will not include charges for such regular academic year and vacation periods and breaks that may occur during the period of this Application and Contract for students residing in the UC or HCC. A Resident who wishes to remain in the HCC during such vacation periods must make a request and gain permission through the Director of Residence Life at the HCC. Services during these periods are limited. Residents are required to move out at the end of their contract term. Residents on annual contracts who are continuing housing for the next term may remain in the building until the new term begins.
13. EAF and Roosevelt University do not permit controlled substances, illegal drugs, firearms or other weapons, or smoking on the premises of the UC or HCC including individual Units as defined in the UC or HCC Residence Life Student Handbook and School Student Handbook. Resident agrees to comply (and assures guests comply) with all federal, state or local laws, ordinances or regulations including, but not limited to, the consumption of alcoholic beverages.
14. The School, Facility Manager, and EAF do not assume any liability, directly or indirectly, for loss or damage to Resident's or Resident's guests' personal property by fire, theft, or any other cause. Residents are encouraged to obtain personal property insurance coverage.
15. Resident is required to have health insurance coverage and provide proof of coverage prior to check-in. If a Resident does not have individual insurance or is not covered by an employer or family member plan, the School-designated insurance plan must be purchased. Details of this plan are available in a separate brochure from the Office of Residence Life. School reserves the right to enroll and charge Resident for School-designated insurance plan if Resident does not provide valid proof of coverage.
16. Resident agrees to maintain Unit in a clean, safe, and sanitary condition and exercise all due care in the use of UC's or HCC's common area and facilities. School or its assignee and Facility Manager reserve the right to enter a Unit at any time with or without notice for tours of the UC, maintenance or repair purposes, or when there is reasonable suspicion to believe that a situation exists that could cause danger to life, safety, health or property, or that represents a violation of this Application and Contract. Resident shall make no alterations or additions to the Unit.
17. School or its assignee reserves the right to terminate resident's possession and occupancy of a Unit if a Resident fails to maintain School eligibility requirements, for conduct prohibited by or in breach of this Application and Contract including failure to make payments pursuant to this Application and Contract, or for a violation of the UC or HCC Residence Life Student Handbook and School Student Handbook, or if in the judgement of the School or its assignee, continued residency will or may be detrimental to the educational process, health, safety, or welfare of School, EAF, Facility Manager, their employees, or any other members of the UC or HCC community. If School or its assignee elects to terminate possession and occupancy of a Unit, Resident must move out within 48 hours after receiving notice (this timeline can be shortened at the discretion of School or its assignee).
18. School may assign and/or re-assign this Application and Contract, including any of the rights of the School under this Application and Contract. Resident shall neither assign the Unit nor this Application and Contract or any part of this Application and Contract. This Application and Contract may not be modified, amended, or revised except in writing by an authorized representative of School or its assignee. If any clause or provision of this Application and Contract shall be found to be unenforceable or inapplicable, the remaining sections shall not be voided.
19. In consideration of occupying the Unit, Resident agrees to ASSUME ALL RISKS associated with occupancy in the Unit and at UC or HCC and agrees to hold harmless, release, reimburse, defend and indemnify EAF, Facility Manager, Columbia College Chicago, DePaul University and Roosevelt University, their subsidiaries and affiliates, and their respective agents, employees, representatives, assignees, trustees, directors, officers, members and shareholders (each hereinafter a "Released Party") from any and all liabilities, claims, lawsuits, actions, costs, damages, or losses, including attorney fees, costs and expenses as a result of breach of this Application and Contract or for injury or death to persons or damage or theft to property arising from occupancy or use of the Unit and the UC or HCC premises, including those injuries and damages caused by the Released Party's alleged or actual: (1) NEGLIGENCE OR (2) BREACH OF ANY EXPRESS OR IMPLIED WARRANTY. By execution of this Release, Resident agrees to indemnify each Released Party for any injuries to Resident or to other person(s) or property that Resident may cause as a result of occupancy of the Unit and the UC or HCC premises.
- In consideration of occupancy of the Unit, RESIDENT CONTRACTUALLY AGREES that ALL claims for injury and/or death shall be GOVERNED BY ILLINOIS LAW and EXCLUSIVE JURISDICTION shall be in the Circuit Court residing where the alleged incident occurred or in Federal Court for the State of Illinois. This Release shall be binding to the fullest extent permitted by law. If any provision of this Release is found to be unenforceable, the remaining terms shall be enforceable.
- To secure payment of the room and board fee, Resident hereby authorizes irrevocably any Attorney of any Court of record to appear for Resident in such Court, in term time or vacation, at any time after due date of the fee, and confess a judgement, without process, in favor of Roosevelt University and/or its assignee, for such amount as may appear to be unpaid on this Application and Contract, together with reasonable costs of collection, including attorney's fees, and to waive and release all errors which may intervene in any such proceedings and consent to immediate execution upon such judgement, hereby ratifying and confirming all that said Attorney may do by virtue hereof. If this Application and Contract is signed by more than one person, all obligations and authorization hereunder shall be joint and several.
- Resident has carefully read, fully understands and voluntarily signs this Application and Contract and acknowledges that it shall be effective and binding upon myself and my family, heirs, executors, representatives and estate. **Parent(s) must sign below as a guarantor for any minor under 18 years of age.**

Resident's Signature _____ Date _____

Resident's Permanent Address _____

City _____ State _____ Zip _____

Permanent Telephone (_____) _____ Cell Phone (_____) _____

E-mail _____ Major _____

Parent/Guardian Signature for Minor Student _____ Date _____

Indicate Relationship to Student _____

Parent/Guardian Address _____

Home Phone Number (_____) _____ Work Number (_____) _____ Email Address _____

- In Fall 2006, I will be: (Check all that apply)
- | | | | |
|--|--|--|---|
| <input type="checkbox"/> First Year | <input type="checkbox"/> Sophomore | <input type="checkbox"/> Junior | <input type="checkbox"/> Continuing Roosevelt Student |
| <input type="checkbox"/> Senior | <input type="checkbox"/> Graduate Student | <input type="checkbox"/> New Roosevelt Student | |
| <input type="checkbox"/> International Student | <input type="checkbox"/> Other School (Please specify) _____ | | |
- Lifestyle Preferences (Check all that apply)
- | | | | |
|---|---|--|---------------------------------------|
| <input type="checkbox"/> Quiet Floor | <input type="checkbox"/> 21 & Older Floor | <input type="checkbox"/> Grad/Professional Floor | <input type="checkbox"/> Honors Floor |
| <input type="checkbox"/> Chicago College of Performing Arts Floor | <input type="checkbox"/> Female Floor (available in HCC only) | | |
| <input type="checkbox"/> Non-Smoking Roommate | <input type="checkbox"/> Other Preferences _____ | | |

ROOMMATE REQUEST Before requests can be considered, both intended roommates must request each other.

Roommate(s) Name(s) _____

Return your Application and Contract along with your \$500 pre-payment to: (check payable to Roosevelt University)

Roosevelt University
Director of Residence Life
430 S. Michigan Avenue
Chicago, IL 60605

FOR OFFICE USE ONLY:

Date application and contract and prepayment received: _____
Form of payment _____
Accepted by Residence Life _____
Contract status _____
Date _____
Copy sent to Facility Manager _____

School and EAF comply with all local, state, and federal laws and regulations concerning civil rights. Neither School nor EAF discriminates on the basis of race, color, national origin, sex, disability, age, religion, or sexual orientation in its programs and activities.