

BROMLEY HALL ROOM & BOARD AGREEMENT 2023-2024

Please read and familiarize yourself with the terms and conditions of this Room & Board Agreement for the Academic Year 2023-2024 and the Bromley Hall Rules and Regulations for residents living in Bromley Hall. For questions, please contact the Business Office or General Manager at Bromley Hall, 910 S 3RD Street, Champaign, Illinois 61820, (217) 384-6100 or via e-mail to info@bromleyhall.com.

By entering this Agreement, "You" (the resident) are agreeing with The Bromley Group of Companies, Inc. or "BGC" (Agent for owners) to the following Terms and Conditions, and Regulations of the Bromley Hall Room & Board Agreement and Addendum for Academic Year 2023-2024 (these documents are jointly called the "Agreement").

INTRODUCTION

BGC strives to provide a residential environment that is comfortable and conducive to learning and personal growth. BGC assigns room accommodations without regard to personal characteristics not related to ability, performance, or qualifications as determined by state or federal authorities. BGC 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. You acknowledge that You are entering this Agreement during a global pandemic arising out of the COVID-19 virus, and the Agreement is expressly not contingent upon the University of Illinois at Urbana-Champaign offering in-person instruction.

BROMLEY HALL ROOM & BOARD AGREEMENT

A. Definitions:

"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 and its surrounding premises.

1. "BGC" shall mean The Bromley Group of Companies, Inc.
2. "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 YOU and YOUR guarantor read, understand and accept the Terms and Conditions of the Room & Board Agreement and the Rules and Regulations of BGC.
3. "YOU" or "YOUR" shall mean the party identified in the ADDENDUM entitled to receive the Room & Board accommodations (the resident) and other services described in the Agreement.
4. "Signature" or "electronic signature" shall mean any one of the following:
 - a. Written or printed name of YOU, YOUR parents, or legal guardian on BGC documents.
 - b. Stamp imprinted of YOUR name, YOUR parent, or legal guardian on BGC documents; or
 - c. The last four digits of YOUR social security identification numbers, YOUR parent, or legal guardian on BGC documents as the case may be.
5. "University" shall mean the University of Illinois in Urbana-Champaign.
6. "Academic Year" specified in the 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 Agreements for accommodations in Bromley Hall are for the entire Academic Year unless otherwise modified, canceled, or terminated as provided for herein.
7. "Room" shall mean a room accommodation that BGC designates and of the type YOU specified and selected in the ADDENDUM.
8. "Board" shall mean meals that BGC provides in accordance with the "board plan" YOU specified and selected in the ADDENDUM.
9. "Rules and Regulations for Bromley Hall Residents" shall mean those rules and regulations that BGC promulgates for all of its residents and their guests.

B. BGC Agrees as Follows:

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

C. YOU Agree As Follows:

1. To live in the room type with the Board plan and other accommodations YOU specified and selected in the ADDENDUM. (All residents of Bromley Hall are required to have a Board plan.) Failure to move in or pick up a room key does not relieve YOU from the terms and conditions of this Agreement.
2. To pay a \$300 Security Deposit and a \$75 non-refundable processing fee at the time YOU sign the ADDENDUM. BGC will retain the \$300 Security Deposit until the end of the Academic Year. If YOU fulfill all YOUR obligations under the Agreement, the Security Deposit

will be refunded within thirty (30) days following the expiration of the term of the Agreement less deductions for any damages to BGC's property, furniture, furnishings, and equipment in excess of normal wear and tear, plus any unpaid financial obligations established by the Agreement. The \$75 processing fee will not be refunded. Please refer to the Contract Cancellation Provisions in Article D., 2.

3. To pay the total amount due under the Agreement, including all state and local taxes in accordance with one of the payment schedules below. All payments are to be made through the BGC website payment portal or to be sent to Bromley Hall, 910 S 3RD Street, Champaign, IL 61820 or to wherever else BGC may designate.
 - (a) Four equal installments due on or before May 31, July 31, October 31, and December 31, 2023; or
 - (b) If YOU are receiving financial aid and/or scholarships for an additional non-refundable \$300 Accounting Fee, YOU may pay the total amount due under the Agreement in two equal installments, the first due on or before August 31 and the second due on or before January 31 in the Academic Year. In order to be eligible for this payment schedule, YOU must complete the deferred payment plan application and provide BGC with copies of YOUR financial aid and/or scholarship award document(s).
4. YOU may pay installment payments by money order, by personal check drawn on a United States bank, by cash in United States currency or by 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, YOU will pay a fifty dollar (\$50) service charge to BGC and will pay BGC the amount of the dishonored ACH, 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 BGC.
5. Time is of the essence and YOU shall pay a late charge of one-and-one-half percent (1.5%) per month of YOUR current balance due for each month or partial month if BGC receives any installment after the due dates.
6. That BGC shall not be liable for injury, loss, or damage to person or property occurring within Bromley Hall. YOU assume all risk of loss and hereby YOU hold BGC (including its board, officers, employees and agents) harmless and YOU indemnify BGC (including its board, officers, employees and agents) against loss or damage resulting from any claim for damage of YOUR 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 person in Bromley Hall. YOU agree to and hereby indemnify BGC (including its board, officers, employees and agents) against loss or damage resulting from any claim or claims asserted against BGC (including its board, officers, employees and agents) by any person or persons for loss of or damage to property or injury to persons based upon YOUR alleged acts, omissions, or negligence and those of YOUR guests, in or in connection with YOUR use of and/or occupancy in Bromley Hall.
7. That YOU will procure and maintain an insurance policy covering YOUR personal belongings and liability if not covered by YOUR family's homeowner's insurance policy while YOU are a resident of Bromley Hall. YOU agree to and hereby indemnify BGC (including its board, officers, employees and agents) against loss or damage resulting from any claim or claims asserted against BGC (including its board, officers, employees and agents) by any person or persons for loss of or damage to property or injury to persons based upon YOUR alleged acts, omissions, or negligence, and those of YOUR guests, in or in connection with YOUR use of and/or occupancy in Bromley Hall.
8. 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 promulgated by BGC, all of which are made part of the Agreement by reference. BGC may change the Rules and Regulations for all of its residents and guests, and those rules and regulations, amendments, and changes shall become effective upon promulgation without prior notice.
9. YOU will receive fob and key access to Bromley Hall, and YOU will take responsibility to safeguard fob access to Bromley Hall and hard key access to YOUR room.
10. To take good care of the room and all personal property, furniture, furnishings, and equipment that BGC supplies to YOU or installs; to pay YOUR proportionate share of the cost of all damage to your room within five days after BGC makes written demand.
11. That YOU will be enrolled as a full-time University student, and YOU will attend classes regularly.
12. That BGC may terminate this contract by written notice if YOU fail to comply with any provision of this Agreement or any Bromley Hall rules and regulations.
13. That BGC may make assignments and reassignments of space at its sole discretion. YOU will accept any accommodations to which YOU are assigned or reassigned.
14. That YOU are subject to the University student code and may be required to move into another space or leave Bromley Hall in accordance with BGC and/or the University disciplinary system.
15. That, if a vacancy occurs in YOUR room, YOU agree to accept another roommate as assigned or move into another room if BGC requests.
16. That BGC may consolidate vacancies, and YOU will move as requested.
17. That YOU are required to vacate Bromley Hall within 24 hours after YOUR last final examination each semester, or by the official building closing time, whichever comes first.

18. To acknowledge that Limited Board service may be available during break housing periods. If BGC makes Board service available during breaks, YOU will need to sign up for – and BGC may charge YOU – for the service.
19. That Bromley Hall may elect not to enter into the Agreement or may terminate the Agreement without penalty if, in BGC's sole discretion, it concludes that YOU represent a threat to the health or safety of Bromley Hall residents, employees, or guests.
20. That, if BGC becomes aware that YOU have a record of criminal convictions, adjudications, or other actions that BGC, in its sole discretion, concludes could pose a risk to person or property or could be injurious or disruptive to the residence hall, BGC may refuse to enter into or may terminate the Agreement.
21. That YOU agree to perform and be bound by all the Agreement, including the ADDENDUM and the Rules and Regulations for Residents promulgated by BGC, and hereby acknowledge that YOU have read and understands these items and signed the ADDENDUM accordingly.
22. Because BGC may from time to time photograph or record activities in which YOU may be participating in and around Bromley Hall, that YOU consent to BGC's photographing and recording of YOUR image and voice and BGC's use of the photographs and recordings for any lawful purpose, including but not limited to educational, fundraising, advertising, and publicity purposes. YOU waive all claims to compensation and damages based on BGC's use of the photographs and recordings and YOU waive all rights that YOU may have now or in the future to inspect or approve the finished photograph and recording or the final publication.

D. General Conditions

1. The "Certified Housing" designation by the University of Bromley Hall is a material element of this Agreement and a mutually dependent covenant with YOUR obligation to pay for this Agreement. If at any time during the Academic Year that certification is withdrawn, the Agreement and the YOUR obligations under it shall be voidable at the YOUR option.

As part of the certified Agreement that Bromley Hall has with the University, 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 the Agreement:

- (a) **Fall 2023 New, first-time attending undergraduate and transfer** at the University of Illinois at Urbana-Champaign who first arrive on campus for Fall 2023 and who have a contract with "Bromley Hall" may cancel their contract without penalty to contract with University Housing through August 17, 2023, for the Fall 2023 semester or November 15, 2023, for the Spring 2024 semester, provided the student reciprocal application is approved.

From the time a STUDENT contracts with Bromley Hall through June 30, 2023, STUDENT can cancel their contract under the terms of this Agreement without completed reciprocal application paperwork. Beginning July 1, 2023, STUDENTS must complete the reciprocal application and be approved to cancel under the terms of this Agreement.

- (b) **Spring 2024 New, first-time attending undergraduate and transfer** students at the University of Illinois at Urbana-Champaign who first arrive on campus for the Spring 2024 semester and who have a contract with "Bromley Hall" may cancel their contract without penalty to contract with University Housing through January 14, 2024, for the Spring 2024 semester, provided the student reciprocal application is approved.

- (c) **Continuing undergraduate** students who were on the University of Illinois at Urbana-Champaign campus before Fall 2023 may cancel their 2023-2024 contract with "Bromley Hall" without penalty to contract with University Housing through May 15, 2023 for Fall 2023 semester or November 15, 2023, for Spring 2024 semester, provided the student reciprocal application is approved. If November 15 falls on a weekend, the due date is the prior Friday during office hours.

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 Agreement is legally binding and holds YOU to the financial obligations of the entire Agreement period (Academic Year).

You may cancel the Agreement only at the following times and under the following conditions, provided that (i) YOU give written notice to BGC of YOUR election to cancel the Agreement, (ii) the notice specifies the basis of the cancellation, and (iii) BGC receives the notice on or before the respective dates set forth below. All cancellation notices **MUST** be in writing and delivered to the "Manager" of BGC 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 Agreement:
- (1) If YOU are denied permission to enroll, except for reasons of discipline, or YOU are advised by the University Health Service or YOUR college dean's office not to enroll, and you validate this fact to BGC's satisfaction, BGC will approve a request for cancellation of the Agreement and a refund, minus the \$75.00 application fee.
 - (2) If BGC receives YOUR request for cancellation of the Agreement on or before June 15, 2023, BGC will cancel the Agreement and refund all payments YOU made less a \$300 cancellation charge.
 - (3) If BGC receives YOUR request for cancellation of the Agreement on or after June 16, 2023, and before August 15, 2023, BGC will cancel the Agreement upon your agreement to forfeit the Security Deposit and pay BGC 25% of the total contract charges established under the Agreement.
 - (4) If BGC receives YOUR request for cancellation of the Agreement on or after August 15, 2023, BGC will cancel the Agreement based upon your Agreement to forfeit the Security Deposit and pay BGC 50% of the total contract charges established under the Agreement.
- (b) After the beginning of the Academic Year, the following conditions will apply for the settlement and cancellation of the Agreement:
- (1) If YOUR college dean's office recommends that YOU withdraw from the University and you substantiate that fact to BGC's satisfaction and the reason is one other than University disciplinary action, BGC will terminate the Agreement and charge YOU a daily prorated amount for YOUR 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 YOU. BGC will retain the Security Deposit.
 - (2) If, for academic reasons, the University denies YOU permission to enroll in the University for the spring semester, BGC will cancel the Agreement and charge YOU for the fall semester's Room and Board charges, 50% of the charges for the spring semester and will return to YOU all monies received in payment of this Agreement in excess of these charges. BGC will retain the Security Deposit.
 - (3) If YOU marry, withdraw from the University of YOUR own accord, or desire to vacate to any other housing, YOU may cancel the Agreement by notifying BGC in writing at least thirty (30) days in advance and paying BGC a daily prorated amount for YOUR period of occupancy, plus 75% of the remaining amount due for the Academic Year charges after YOU move out. BGC will retain the Security Deposit.
3. YOU are expected to remove personal belongings from YOUR room within 24 hours after termination of the Agreement. Charges and refunds will be prorated on a daily basis after YOUR belongings are removed from the room and YOU return your room key and key fob. It is YOUR responsibility to be certain that YOU check out correctly prior to your final departure. All charges continue until YOU check out properly.
 4. Upon termination of the Agreement, YOU will no longer have access to Bromley Hall through fob or hard key access. If YOU do not return the fob and key at checkout, YOU will be responsible for additional costs, which may include fees for changing the locks, damages, or improper check out, among others.
 5. In the event that any provision of the Agreement with respect to termination or cancellation is contrary to state or local laws, that provision shall be deemed amended to conform to the law and the remaining provisions of the Agreement shall not otherwise be affected by the amendment. 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 of the Agreement shall remain in full force and effect.
 6. In the event YOU are in default under the Agreement and the default is not cured within five days after BGC has given written notice thereof to YOU, BGC shall have the right to terminate this Agreement and YOU shall peacefully surrender the room to BGC. BGC 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 YOU and remove YOU and YOUR property without being liable for any damages. BGC's termination of this Agreement shall not relieve YOU of YOUR liability and obligations under this Agreement, and YOUR liability and obligation shall survive the termination; provided however, in the event of a termination, BGC shall retain the Security Deposit and YOU shall be liable to BGC for the payment of seventy-five percent (75%) of the remaining charges due under this Agreement prorated daily after the date YOU surrender the room. The following, by way of example and not limitation shall constitute YOUR default under the Agreement:
 - (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) YOUR or YOUR guests' disorderly or illegal behavior (including illegal gambling of any sort), possession or sale of firearms, explosives, weapons, alcoholic beverages, marijuana, hazardous or illegal substances, illegal drugs, or chemicals that BGC deem dangerous in nature;

- (d) YOUR inability or refusal to adjust to the concept and requirements of living in a student residence environment as BGC may determine in its sole discretion.
 - (e) YOUR violation of any Rules and Regulations established for residents of Bromley Hall that BGC has promulgated 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/>.
7. The covenants, conditions, and agreements herein contained shall be binding upon, and apply and inure to, each party's respective heirs, executors, administrators, and assigns. This and any document included with it (including the ADDENDUM and the Rules & Regulations of Bromley Hall) constitute the entire extent of the Agreement between YOU and BGC. This Agreement supersedes any prior written or oral agreements that may have been made between the parties. In the event BGC incurs costs and/or legal expense to enforce the covenants and agreements of this Agreement, YOU agree to reimburse BGC for all reasonable costs, collection fees and attorney fees.
 8. YOU may not transfer or assign or otherwise transfer or dispose of this Agreement nor any interest in this Agreement without BGC's prior written consent, and any attempted assignment or transfer in contravention of this clause shall be of no effect, without exception. BGC may withhold its consent to an assignment or transfer for any reason whatsoever.
 9. YOUR Signature on the ADDENDUM shall be equally valid and binding whether it contains an original signed signature by YOU or a Signature sent by YOU by facsimile or other electronic transmissions of YOUR signature.
 10. 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.
 11. 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 BGC upon written receipt of a written request from the YOU for a change in YOUR accommodations in accordance with the terms and conditions contained in this Agreement.
 12. The language used in this Agreement shall be deemed to be the language approved by all parties to this Agreement to express their mutual intent, and no rule of strict construction shall be applied against any party.
 13. Failure by BGC to insist upon or enforce any of its rights hereunder shall not constitute a waiver of those rights.
 14. BGC shall not be responsible for delays in its performance caused by war, pandemic, acts of God or the enemy, governmental action, failure or reduction or interruption in the furnishing of power or other services or utilities legal or illegal, accidents or other cause or causes beyond the reasonable control of the BGC. Any such failure shall never be deemed an eviction or disturbance of YOUR use and possession of the room, or of Bromley Hall, or render BGC liable to YOU for damages or relieve YOU from the performance of its obligations under this Agreement.
