

BROMLEY HALL ROOM AND BOARD AGREEMENT
Summer 2024
Bromley Hall, 910 S. Third Street
Champaign, IL 61820

A. AGENT AGREES AS FOLLOWS:

1. To provide room and board and other services to the STUDENT at the prices specified and as indicated in the Room and Board Agreement Addendum, which is incorporated herein by reference, and as limited below, unless sooner terminated as provided for herein.
 - (a) As used in this Agreement: the terms:
 - (1) "Bromley Hall" shall mean the dormitory located at 910 S. Third Street, Champaign, IL 61820.
 - (2) "Agent" shall mean The Bromley Group of Companies, Inc., an Illinois corporation acting as the Agent for the owners of Bromley Hall.
 - (3) "Room and Board Agreement Addendum" which is incorporated herein by reference shall establish the "Term", the "Room" and "Board" accommodations desired by the "Student".
 - (4) "Student" shall mean the person identified on the Bromley Hall Room and Board Agreement Addendum entitled to receive the Room and Board accommodations and other services as provided for herein.
 - (5) "University" shall mean University of Illinois in Champaign, Illinois.
 - (6) "Summer Session" specified in Bromley Hall Room and Board Agreement Addendum shall mean the period commencing with the dates on the Bromley Hall room and board addendum and ending with the last day of the date on the room and board addendum for such Summer Sessions.
 - (7) "Term" shall mean the Session(s) specified and selected by the STUDENT in the Room and Board Agreement.
 - (8) "Room" shall mean a room accommodation designated by the AGENT and of the type specified and selected by the STUDENT in the Bromley Hall Room and Board Agreement Addendum.
 - (9) "Board" shall mean meals provided by the AGENT in accordance with the "Board Plan" specified and selected by the STUDENT in the Bromley Hall Room and Board Agreement Addendum.
 - (b) Rooms may only be occupied commencing on the day immediately preceding the Summer Session and continuing until the end of the Summer Session except during official University vacations.
 - (c) Notwithstanding the earlier occupancy of rooms, Board will be available during the Summer Session with the exception of the list of meals listed on the summer room and board addendum.
2. To provide the STUDENT a single bed, mattress, dresser, bookshelves, desk and chair. STUDENT is required to furnish and provide and care for his/her own blanket, bedspread, towels, washcloths, and any other linen.

B. STUDENT AGREES AS FOLLOWS:

1. To live in the room type with the board plan and other accommodations specified and selected in his/her Bromley Hall SUMMER Room and Board Agreement Addendum.
2. To pay the total amount due hereunder, including state and local taxes as it is outlined in the Summer Room and Board Agreement Addendum. Payments are to be paid by money order, certified check, cash, or credit card. AGENT, at his option, may accept a personal check for payment or VISA or a MasterCard; provided, however, that should any check be dishonored or returned by the bank or other institution for any reason or should the credit card be declined, challenged or charged back, either on a temporary or permanent basis, for any reason, STUDENT will pay a twenty-five dollar (\$25) service charge to AGENT and will pay AGENT the amount of the dishonored 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 AGENT. Time is of the essence and STUDENT shall pay a late charge of five percent (5%) per month of the current balance each month thereafter if any installment is paid on or after the eleventh day following the due date.
3. That the AGENT shall not be liable for injury, loss, or damage to person or property occurring within Bromley Hall. STUDENT assumes all risk of loss or hereby does indemnify AGENT against loss or damage resulting from any claim damage of STUDENT's 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 STUDENT at Bromley Hall. STUDENT agrees to

and hereby does indemnify AGENT against loss or damage resulting from any claim or claims asserted against AGENT by any person or persons for loss of or damage to property or injury to person based upon alleged acts, omissions, or negligence of STUDENT, his agents, or guests, in or in connection with the use of and/or occupancy at Bromley Hall by STUDENT.

4. To comply with all the regulations for University of Illinois Students and the rules and regulations promulgated by the AGENT, all of which are incorporated herein by reference. Rules and Regulations may be amended or changed and all Rules and Regulations, amendments, and changes shall become effective upon promulgation to the STUDENT without prior notice including Bromley Hall Residents Handbook, and newsletters published by the AGENT.
5. To take good care of the room and all personal property, furniture, furnishings and equipment supplied to the STUDENT or installed by AGENT; to pay his/her proportionate share of the cost of all damage thereto within five days after demand therefore by the AGENT.
6. To permit AGENT or his representative to inspect his/her room to insure the proper maintenance and utilization of the facility.
7. That the AGENT may change STUDENT's room assignment to at least a similar accommodation at any time if such change appears to the AGENT to be necessary or appropriate for the welfare, comfort or convenience of the other residents of Bromley Hall.
8. To perform and be bound by the following General Conditions.

C. GENERAL CONDITIONS

1. If the STUDENT desires to terminate the Agreement for any reason, the Agreement may be terminated by the STUDENT by so notifying the AGENT in writing within 30 days of the effective date and paying the AGENT the daily pro-rated amount for the period of occupancy through the 30-day notification date. All monies paid to AGENT for Room and Board charges for the remainder of the Term of this Agreement will be refunded less a \$250 Cancellation Penalty and deductions for any damages to the AGENT's personal property, furniture, furnishings, and equipment in excess of normal wear and tear, plus any unpaid financial obligations established by the Agreement.
3. Residents are expected to remove personal belongings from rooms within 24 hours after termination of their Agreement. Refunds will be based on the date the student's belongings are removed from the room and the date on which the student signs the Residence Hall Check-Out Form, obtained from the Residence Life Staff. It is the student's responsibility to be certain that the check-out form is signed and dated correctly. All charges continue until the student checks out properly.
4. In the event that any provision hereof with respect to termination or cancellation of the Agreement is contrary to state or local laws, such provisions shall be deemed amended to conform to such law, and the remaining provisions hereof shall not otherwise be affected thereby.
5. 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 shall remain in full force and effect.
6. In the event that AGENT has to incur any collection or attorneys' fees in order to enforce its rights under this Agreement, STUDENT agrees to be wholly liable for such fees as may be so incurred by the AGENT, without exception.
7. In the event STUDENT is in default under this Agreement and such default is not cured within five (5) days after written notice thereof has been given by the AGENT to STUDENT, the AGENT shall have the right to terminate this Agreement and STUDENT shall peacefully surrender the room to the AGENT. The AGENT 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 STUDENT and remove STUDENT and STUDENT's property therefrom without being liable for any damages, therefore. No such termination of this Agreement by the AGENT shall relieve STUDENT of his liability and obligations under this Agreement, and such liability and obligation shall survive any such termination; provided however, in the event of such termination, the AGENT shall retain the Security Deposit and STUDENT shall be liable to the AGENT for the payment of fifty percent (50%) of the remaining total charges due hereunder prorated from the date STUDENT surrenders the room. Default on the part of STUDENT shall include, but not be limited to the following:
 - (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) Disorderly or illegal behavior (including gambling of any sort) on the part of the STUDENT or the STUDENT's guests.

- (d) Keeping any handguns, firearms, or weapons of any type or any explosive, inflammable, or any extra hazardous substances, or any article or thing deemed of a dangerous nature at Bromley Hall.
 - (e) Misuse of alcoholic beverages or the illegal manufacture, sale, possession, or use of narcotics, marijuana, hypnotic stimulants, hallucinogens, or other similar drugs and/or chemicals within Bromley Hall by STUDENT or the STUDENT's guests.
 - (f) Inability or refusal on the part of the STUDENT to adjust to the concept and requirements of living in a STUDENT residence environment.
 - (g) Tampering with or misuse of the fire alarm systems and firefighting equipment.
 - (h) Violation of any rules and regulations established for residents of Bromley Hall as promulgated by the AGENT and/or the University; and,
 - (i) Not being enrolled as a STUDENT and attending classes regularly.
8. The STUDENT further agrees that neither this Agreement nor any interest herein can be assigned or otherwise transferred or disposed of by STUDENT without prior written consent of the AGENT, and any attempted assignment or transfer in contravention of this clause shall be of no effect.
9. The STUDENT agrees that pets and/or laboratory specimens may not be kept in Bromley Hall.
10. The STUDENT agrees that his or her signature in Bromley Hall Agreement Addendum shall be equally valid and binding whether it contains an original signed signature by the STUDENT, or a signature sent by the STUDENT by facsimile or other electronic transmission of the STUDENT'S signature.
11. The STUDENT agrees that this Agreement constitutes the entire Agreement of the parties hereto and supersedes any prior written or oral agreements that may have been between the parties hereto.
12. Both parties agree that this Agreement may not be modified or canceled orally by either party and that this Agreement constitutes the whole Agreement. All subsequent changes or amendments to the Agreement must be in writing.
