

# EUROPA HOUSE APARTMENTS LEASE

## 📍 introduction

Please read this document with care. Once signed, this lease is a legally binding contract between you and the “Europa House, Inc.”

This lease is made between the undersigned (referred to here as “the Student”) and “Europa House, Inc.,” proprietor of the Europa House apartments (called “the Proprietor” here).

*This contract contains the entire agreement between the parties, and the Proprietor is not bound by any representations or promises, oral or written, not in this contract. This contract cannot be modified orally.*

## 📍 governing principles

*The Proprietor agrees to furnish space in the Europa House, at 802 West Oregon Street, Urbana, Illinois, for the stated periods. The Proprietor will operate the Europa House in compliance with the Certified Housing standards of the Office of the Dean of Students of the University of Illinois at Urbana-Champaign (UIUC).*

*The Student agrees to abide by the University of Illinois’ Certified Housing regulations and the “Apartments Rules,” as they are now or may be amended later.*

## 📍 student’s responsibility

*The Student shall provide a mattress cover and linens, pillows, blankets, bedspreads, kitchen utensils and household cleaning items. All electric devices must be approved by the Europa House Director to verify they are neither dangerous, nor dangerously worn.*

The Student is responsible for the reasonable care of the Proprietor’s property and agrees to pay to repair or replace damage to the building or its furnishings caused by the Student or his or her guest(s). If unknown person(s) damage any public areas, the Student agrees to share, on a prorated basis, repair or replacement costs.

The Student agrees to maintain the apartment and, at the end of this lease, to leave the apartment as clean and orderly as it was at the start of this lease.

## 📍 proprietor’s role

*The Proprietor will furnish each apartment with major kitchen appliances, a dining table with chairs, twin beds, dressers, desks and a couch.*

Rent includes a high-speed Internet link; the rent does not include other utilities. Reserved garage parking costs extra, as noted in the “Parking Reservation.” The Proprietor is not liable for excessive utility costs due to improperly operated or malfunctioning equipment.

Authorized personnel of the Proprietor shall have the right to enter any room at any time for maintenance, inspection or regulation enforcement purposes.

The Proprietor may have the Student’s apartment cleaned, should the Proprietor find that reasonable standards of cleanliness or hygiene are not being met. The Student agrees to pay for such cleaning expenses.

The Proprietor, its agents and employees shall not be liable for any loss or damage to the Student or the Student’s guest(s) due to fire, theft, burglary or vandalism. The Student assumes all risk of loss to the Student’s property caused by any act or omission by the Student or by water leakage, windstorm or other causes beyond the Proprietor’s control. The Proprietor recommends that the Student purchase, from an independent insurance agent, renter’s insurance to cover such events.

If the Proprietor deems that the Student’s apartment has become uninhabitable due to fire or other casualty, the Proprietor shall have the right to end this contract or to move the Student to similar quarters during repairs. The Student’s contractual obligations shall cease only if the Proprietor ends this contract or does not furnish similar housing. The Student agrees that personality conflicts shall not be resolved at the financial expense of the Proprietor. The Proprietor shall have the right to reassign the Student to similar Europa House quarters; reassigning quarters is rare, but on occasion advisable.

The Proprietor will pay interest on the Student’s security deposit (see “Payment Schedule”) at the current interest rate of a Certificate of Deposit.

## 📍 security deposit

*The Student’s security deposit (see “Payment Schedule”) guarantees the Student’s full and faithful performance of this contract.*

All or part of the security deposit may be kept for:

- 1 Payments outstanding under this contract
- 2 Payment, on a prorated basis, of communal Europa House utility expenses for water, sewage and sanitary hauling
- 3 Bills owed by the Student to third parties, such as utilities (electricity, gas and telephone are metered for each apartment)
- 4 Costs (actual or estimated) of cleaning the apartment to return it to its initial state
- 5 Costs (actual or estimated) of any damages attributable to the Student and/or the Student’s guest(s) or, if caused by unknown person(s), costs shared equally by all residents

Deductions will be listed when the deposit is returned, within sixty days after this contract ends.

## 📍 default

The Proprietor shall give the Student written notice of default that may result in financial or other penalties (see the “Apartments Rules” for details). Default includes, but is not limited to:

- 1 Contract payments over twenty days late
- 2 The inability or refusal to maintain a clean and orderly apartment
- 3 Disorderly or illegal behavior by the Student or the Student’s guest(s)
- 4 Misuse of alcoholic beverages or smoking inside the Europa House
- 5 Violating the UIUC Certified Housing regulations, the University’s “Code of Conduct” for its students, or the “Apartments Rules,” whether now in existence or as they may be amended

– continued on reverse –

# APARTMENTS 2018-2019 LEASE

## 📅 **calendar** – continued from reverse –

The Student agrees to accept space in the Europa House for the UIUC 2018 fall semester and 2019 spring semester. The Student can move in as of Sunday, August 19, 2018 and agrees to move out by Saturday, May 11, 2019. There are no refunds for times when the Student is not present. Between the fall and spring semesters, during Winter Break, the Student may reside for \$27 per day.

## 📅 **payment schedule**

**The \$300 balance\* of the \$500 security deposit is due when this lease is signed.**

\*The earlier \$200 housing application fee also goes toward the security deposit.

**Rental payments will come due:**

**...if paying in advance by the semester:**

**June 1, 2018 \$3,375    November 1, 2018 \$3,375**

**...or, if making installment payments:**

<b>June 1, 2018</b>	<b>\$695</b>	<b>November 1, 2018</b>	<b>\$695</b>
<b>July 1, 2018</b>	<b>\$695</b>	<b>December 1, 2018</b>	<b>\$695</b>
<b>August 1, 2018</b>	<b>\$695</b>	<b>January 1, 2019</b>	<b>\$695</b>
<b>September 1, 2018</b>	<b>\$695</b>	<b>February 1, 2019</b>	<b>\$695</b>
<b>October 1, 2018</b>	<b>\$695</b>	<b>March 1, 2019</b>	<b>\$695</b>

Staying only one semester costs \$500 extra. There is a \$30 fee for a payment returned for insufficient funds; payments overdue by five days or more incur a \$30 late fee; an extra \$30 is charged each time another ten days pass for overdue rent.

The Student agrees to pay all reasonable costs, attorney's fees and expenses incurred by the Proprietor when seeking to uphold the terms of this lease, such as the payment of overdue rent.

Students expecting financial aid sufficient to also cover their living expenses can defer their rent payment until they get their aid, by submitting a completed "Financial Aid Plans" form, with supporting documentation and a \$150 fee, to the Proprietor.

## 📅 **university reciprocal agreement**

**"Fall 2018: New, first-time attending undergraduate UIUC students** who first arrive on campus for the fall 2018 semester and who have a contract with the Europa House may cancel their housing contract without penalty to contract with a University owned undergraduate residence hall any time through August 24, 2018, providing the student's reciprocal application is approved by the UIUC Housing Office. From the time a student has signed a contract through June 30, 2018, students can cancel their contract without completing the reciprocal application paperwork. As of July 1, 2018, students must complete the reciprocal application and have it approved to cancel their contract.

**"Spring 2019: New, first-time attending undergraduate and transfer UIUC students** who first arrive on campus for the spring 2019 semester and who have a contract with the Europa House may cancel their housing contract without financial penalty to contract with a University owned undergraduate residence hall any time through January 14, 2019, for the spring 2019 semester, providing the student's reciprocal application is approved by the UIUC Housing Office.

**"Returning undergraduate students** who were on the UIUC campus before fall 2018 may cancel their 2018-2019 contract with the Europa House without financial penalty through May 15, 2018, for the fall 2018 semester, or through November 15, 2018, for the spring 2019 semester, and move to a University owned undergraduate residence hall, providing the student's reciprocal application is approved. If November 15 falls on a weekend, the reciprocal application submission deadline is the close of the office hours on the prior Friday."

## 📅 **university certified housing**

The University of Illinois' "Certified Housing" designation of the Europa House is a material element of this lease. If at any time during the lease's duration such certification of the Europa House is withdrawn, the lease and Student's obligations hereunder shall be voidable at the Student's option.

## 📅 **ending the lease prematurely**

A Student seeking to end the lease early shall remain subject to the lease's obligations, unless:

If the Student provides a suitable replacement tenant who assumes all the Student's outstanding lease commitments, the Student will be released from any further lease responsibilities.

If the Proprietor is the first to find a suitable tenant to assume the Student's remaining lease responsibilities, the Student will have no further lease obligations, but will forfeit the security deposit.

## 📅 **please complete this section**

The Student hereby agrees to the terms of this lease.

**Student's signature:**

**Date:**

.....  
**Student's first & last name (please print):**

.....  
**Europa House Director:**

**Date:**

.....  
**Europa House Director first & last name (print):**

.....  
**Parent or Guardian Guaranty:**

*To be signed by the parent or guardian of a Student under 21 years of age:*

The undersigned guarantees the full observance of this lease and of any revised or continued lease to be observed by the Student and waives demand, notice of protest and notice of any changes, renewals, modifications or default by the Student.

**Parent/Guardian signature:**

**Date:**

.....  
**Parent/Guardian first & last name (please print):**

# APARTMENTS RULES & REGULATIONS

## 📍 the apartments rules

These “Apartments Rules” are incorporated by reference into the “Europa House Lease.”

We seek to safeguard everyone’s health & safety, as well as protect the Europa House environment. Most points rarely become an issue; those that do come up at times are highlighted **in bold**.

Please ask any Europa House staff member to clarify any uncertain points. These rules may be modified in the future.

## 📍 enforcing these rules

Violating an Apartments Rule can lead to:

**A fine of \$25 per incident** (for repeated violations, fines can climb to \$50 per event).

An ongoing or serious violation can lead to:

- A** Written notice that, if the problem is not gone in five days, **a penalty of \$25 per day** will be assessed till the issue is resolved. We may contact a parent or guardian in cases of urgent concern.
- B** If the problem persists for two weeks, a second notice may be sent to your parent/guardian that, in addition to the \$25 per day fine, **you will have to move out of the Europa House** two weeks after the second written notification.
- C** Extreme cases could bring you before the **University Judicial Committee**, with expulsion from the University a possible consequence.

## 📍 in your apartment

- 1** Any condition presenting a health or safety hazard must be corrected immediately.
- 2** Due to their fire hazard, **electric extension cords, space heaters, hot plates and cooking with charcoal broilers on a balcony are all prohibited.**
- 3** For safety, water beds cannot be accepted.
- 4** **University regulations permit only fish as pets** (with a ten-gallon size limit on any one aquarium).

**5** You must uphold reasonable standards of cleanliness and hygiene. If we deem it necessary, we will have your apartment cleaned professionally – the charge will be \$24 per hour (plus expenses).

**6** You may not alter any part of the premises without getting our written consent first. This includes: painting walls and ceilings; stapling, painting or marking of any kind on doors; disassembling or removing furnishings or fixtures from your apartment.

**7 Do not take Europa House furniture on a balcony;** do not hang laundry, carpets, blankets, etc. from a balcony railing; do not balance objects on balcony railings. Do not erect any exterior aerials, etc.

**8 At the end of the lease, you must leave your apartment as clean and orderly as it was when you moved in.** If not, a cleaning and/or repair fee will be charged at a rate of \$24 per hour (plus expenses).

## 📍 others in your apartment

**9** When you have guests, respect the right to privacy and the normal use of facilities by your roommates.

**10** You may not let a guest live in your apartment without obtaining our prior written consent.

**11** We reserve the right to move anyone at any time to similar Europa House accommodations, say, to enhance roommate compatibility. **Personality conflicts, should they arise, must never be resolved at the financial expense of the Proprietor.** We can place a new resident in any apartment vacancy.

**12** Europa House staff members may show an apartment to prospective future tenants.

## 📍 around the europa house

**13** **You are responsible for your guests, including any damage or theft caused by them.**

**14** No firearms (guns), ammunition or weapons of any type, nor any explosive, flammable or hazardous items may be carried or stored in the Europa House.

**15** **Our “Quiet Hours,” when you may not make any noise disturbing to others, last from 10 p.m. (midnight on Friday and Saturday) to 7 a.m.;** in the week before and during finals, Quiet Hours are enforced around-the-clock.

**16** Playing darts, using Rollerblades, or using or storing hoverboards and their lithium batteries is not allowed in the Europa House building.

**17** The laundry facilities (washers & dryers) on the ground floor should be used only by residents.

**18 Do not throw anything, including refuse, out of a window or from a balcony,** even if “aiming” at the trash dumpsters.

Separate the following materials from your trash and place them in the recycling bins:

**Containers** (bimetal cans – soft drink, beer, etc. – plastic bottles, glass objects, etc.)

**Papers** (clean newsprint, magazines, boxes, etc. – avoid any plastics, including coatings)

**Please do not throw trash into the recycling bins; refuse belongs in the dumpsters.**

**19** Solicitation and/or canvassing is not permitted in the Europa House. You may not use the premises for any commercial purpose.

## 📍 the europa house lounge

**20** **Do not bring any food or drinks into the lounge.** If accidents result in carpet or upholstery stains, please report them immediately – fresh stains are more easily removed.

**21** **The Europa House lounge is not to be used for indecent, improper or illegal activities, nor as overnight sleeping quarters.**

## 📍 club europa travel agency

**22** The agency makes travel arrangements; please address housing issues to Europa House staff.

– continued on reverse –

# APARTMENTS RULES

## the swimming pool area

- 23 The swimming pool is open during summer daylight hours; the State of Illinois prohibits swimming after sunset. While you may use the sun deck by yourself, for safety's sake, **no one may enter the pool unless others are present.**
- 24 **Animals, smoking, foodstuffs, drinks, glass, breakable and sharp objects are not allowed in the pool area. No items, other than those intended for use in swimming pools, may be introduced into the swimming pool water.**
- 25 Running, jumping or other dangerous activity is impermissible in the pool area.
- 26 Anything that threatens the health or safety of swimmers or sunbathers may lead to the pool area being closed until it is resolved.

## bicycle and car parking

- 27 Parking for motorized vehicles (including motorcycles) is by permit only (a fee applies) in specified spaces. **Parking without a permit or parking in staff parking areas can result in your vehicle being towed without notice.**
- 28 Bicycles must be locked, using a bicycle lock and chain, in the bike racks. **Bicycles and motorcycles are not allowed inside**, in any hallway or apartment or on any balcony.
- 29 The Proprietor shall not be liable for any loss or damage to a resident's bicycle, motorized vehicle or its contents.

## safety and security

- 30 Endangering the normal operation of the Europa House elevator is a criminal offense.
- 31 Fire alarm and safety equipment may only be used in an emergency. Do not tamper with alarm or sprinkler equipment. Alarms must be taken seriously: immediately follow the exit signs to the outside.

- 32 **Keep entrances locked; do not prop open exterior doors. Meet visitors at the main entrance, and escort them to your apartment; similarly, accompany departing guests until they leave.** Unknown people should be denied access. Keep your apartment and balcony doors locked if no one is home. If a crime occurs or is suspected to have happened, first call the police, then a House Director.
- 33 You may not duplicate Europa House keys. All keys remain our property and must be returned at the end of the lease. Not returning a key or replacing a lost key requires that its corresponding lock and all keys concerned be changed. An apartment door key costs \$40; an exterior building door key costs \$180. We will replace a returned key for \$2.

## other laws and regulations

- 34 You must live in compliance with all applicable local, state and federal laws and regulations.
- 35 **You and your guest(s) must be at least 21 years old to buy, possess or consume any alcoholic drinks**, with no one container exceeding one gallon/four liters (no beer kegs). Open alcoholic drinks are not allowed in public areas. Alcohol-induced conduct that infringes on the right of others to enjoy a quiet and orderly living environment is not acceptable.
- 36 The Europa House is a smoke-free environment. **Smoking is not permitted inside the Europa House** – any lit cigarette can lead to a \$25 or \$50 fine.
- 37 The manufacture, possession, use or sale of any illicit narcotics, stimulants, hallucinogens or similar drugs will be reported to the police.

## housing calendar

- 38 The Europa House is closed between the fall and spring semesters; unless informed otherwise, if you are returning to the Europa House, your belongings may be left in the apartment. While theft is rarely a problem, valuable items ought not to be left behind.

# apartments rules

university of illinois certified housing  
2018 fall and 2019 spring  
semesters



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EUROPA HOUSE

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