This Contract is entered into by and between the undersigned resident living in an on-campus residence hall (“Resident”) and SAIC. Under this agreement, the Resident is entitled to the use of his or her assigned space (“assigned space” or “room”) and the facilities in his or her assigned residence facility. Resident agrees to the following terms, conditions and responsibilities of this agreement:

### Applicable Dates, Billing, Eligibility

1. This Contract, with appropriate signature(s) and payment, is effective for the period noted at the top of this page.
2. A $550 housing prepayment must be submitted along with the signed contract. The room rate, as listed above, is billed to the student’s account in two equal installments. The first installment is charged to the student prior to move in and the second installment is charged to the student towards the end of the Fall Term, typically in early December. The housing prepayment shall be applied to the Fall housing charges.
3. Only students who are full time students as defined by his/her program of study (as a general matter this means taking at least twelve (12) credit hours), during the 2016-2017 academic year may reside in SAIC’s residence halls, unless otherwise agreed to in writing by SAIC.
4. Unearned housing charges will be refunded if the Resident is graduating, has permanently withdrawn from SAIC, or permanently leaves the residence hall(s) prior to the end of the Fall Term.
5. Residents must have attained the age of 17 years old prior to the contract start date to reside in an SAIC residence hall, unless otherwise agreed to in writing by SAIC.
6. All residents agree to the terms and conditions of the SAIC Residence Hall Meal Plan. The terms and conditions of the SAIC Residence Hall Meal Plan are attached hereinto as Attachment A and can be viewed on SAIC’s website: (http://www.saic.edu/lifeatsaic/diningservices/) and are incorporated herein.

### Assignments

7. SAIC cannot guarantee the Resident a particular type of room assignment. SAIC may be required to make changes in housing assignments at any time, in order to maintain an educational environment conducive to intellectual and personal growth and/or to insure maximum utilization of space and resources. When vacancies occur, SAIC reserves the right to show rooms and assign new occupants to fill the vacancies without prior notification to the Resident.
8. The Resident shall not take a roommate or assign, lease, sublease, license, or in any other manner transfer his or her interest in this Contract or permit any part of his or her room to be shared by any persons not duly assigned by the Residence Life Office.

### Rooms

9. The Resident shall use assigned spaces for residential purposes only. Pets (except fish) are prohibited in the Residence Halls. Cooking may only occur in kitchen areas.
10. The Resident must notify SAIC of any defects in the condition of his or her assigned space at the time of move in. If no notice of defects is received, the assigned space is deemed to be in good condition. At the end of the Contract period, the Resident agrees to return his or her assigned space to SAIC in the same condition as when received.

11. The Resident shall maintain the assigned space in clean and orderly condition and make no alterations to the premises, including, but not limited to, installing locks; erecting partitions or attaching anything to the ceilings, walls, floors or exteriors.

12. SAIC may bill the Resident’s student account for repair to any damage to the assigned space, replacement of key/keycard; payment of fines or to any other amount due from the Resident to SAIC. In case of damage to any common areas, SAIC may apply the charges to the accounts of more than one resident.

Personal Property

13. The resident understands that SAIC does not provide protection against lost, damaged or stolen personal property and that SAIC advises Resident to obtain appropriate insurance coverage in order to obtain such protection.

14. Any personal property remaining in the assigned space upon the expiration or termination of this Housing Contract will be conclusively deemed abandoned by the resident, and may be disposed of by SAIC without any liability whatsoever to SAIC and at the sole risk and expense of the resident.

Condition of Residence Hall

15. The resident should immediately notify Residence Life of any interruption or failure of utilities such as heating, air conditioning, water, or electricity. SAIC is not liable for interruption or failure of such services, but it shall work diligently to restore the service. SAIC reserves the right to terminate this Contract in the event local authorities deem the premises unsuitable for occupancy due to conditions beyond the control of SAIC.

Access

16. Authorized SAIC Residence Life/maintenance personnel may enter rooms without the Resident’s permission for maintenance and housekeeping purposes, fire and safety inspections, for damage inspections, or when authorized personnel have reasonable belief that a violation of SAIC regulation, local ordinance, and/or state or federal statute has occurred or is in progress. General room inspections may be conducted periodically. Authorized personnel will knock on the door and announce who they are before entering a room. SAIC reserves the right to immediate access to the premises in emergency situations without prior notice to the Resident and with or without his or her presence whenever SAIC, in its sole discretion, decides that such access is necessary and proper to determine that all provisions of this agreement and the rules and regulations of SAIC are being complied with or to protect the safety/health of any person or property.

Residence Life Policies

17. The Resident is responsible for knowing and adhering to SAIC regulations and procedures as set forth in the Student Handbook and the Residence Hall Guide relating to student conduct and/or resident housing. The Student Handbook and Residence Hall Guide can be viewed on SAIC’s website: http://www.saic.edu/media/saic/pdfs/lifesac/newstudentorientation/Student-Handbook_2015-16.pdf and is updated from time to time. The Resident shall also comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities.

18. The Resident must not tamper with the window safety equipment (including but not limited to window screens and window blocks) in the residence hall, nor allow any guest or visitor to tamper with the window safety equipment. Any issues concerning the proper operation of window safety equipment and/or damage to screens or window safety equipment must be immediately reported to Residence Life. Hanging items in the window or throwing objects from a window is strictly prohibited. Students may not place signs in or on their windows. Failure to comply with these policies may initiate the Student Conduct procedures, which could result in expulsion from the residence hall and/or SAIC.

19. The Resident is responsible for observing the Illinois State Liquor Law regarding the possession and consumption of alcohol or alcoholic beverages. The legal age to drink alcohol is twenty-one (21) years. All residents, and their guests, regardless of age, must be in compliance with the policies on alcohol set forth in the Student Handbook and the Residence Hall Guide. Residents violating the policy on alcohol are subject to Student Conduct procedures.

20. All residents and their guests must be in compliance with the policies on drugs (including, but not limited to, medical marijuana), drug paraphernalia, and narcotics set forth in the Student Handbook and the Residence Hall Guide. Federal and State laws prohibit the possession, manufacture, distribution and use of certain drugs, drug paraphernalia, and narcotics. Any student known to be possessing, using, abusing, manufacturing, or distributing, medical marijuana, illegal drugs or drug paraphernalia is subject to Student Conduct procedures, which could result in expulsion from the residence hall and/or SAIC, and may be referred to the appropriate authorities for prosecution. This paragraph shall also apply to the abuse or misuse of any over-the-counter medication or prescription medication, including, but not limited to, medical marijuana.

21. All residents and guests must comply with fire safety policies. Smoking cigarettes, electronic cigarettes, pipes, or hookahs, burning candles, lighting incense, or any other fire code violation in any residence hall room is prohibited. Smoking is prohibited within 15 feet of the entrance to all SAIC buildings. Failure to comply with these policies may initiate the Student Conduct procedures, which could result in expulsion from the residence hall and/or SAIC.
22. SAIC reserves the right to notify a student’s parent, guardian, or emergency contact, regardless of the student’s age, status, or conduct, in health or safety emergencies, including hospitalizations or when, in SAIC’s judgment, the health or well-being of the student or others may be at risk. In accordance with federal legislation, SAIC may also contact parents or guardians of students under the age of 21 who violate any federal, state, or local law and/or SAIC’s policies that govern the use or possession of alcohol or controlled substances.

23. If the Resident goes to the hospital while living on campus at SAIC, they must immediately notify Residence Life staff.

Cancellation/Termination

24. Prior to occupancy, an incoming (new to SAIC) student applying for housing will be granted a contract release if he/she no longer plans to live in the residence hall and if a Housing Application Cancellation form is submitted to the Residence Life Office before the initial move-in date. If an incoming student cancels his/her room prior to May 1, 2016, the room charges will be refunded in full. If an incoming student cancels his/her room on or after May 1, 2016, SAIC will suffer damages; due to the difficulty in ascertaining such damages, the Resident agrees that SAIC will retain the $550 prepayment not as a penalty, but as liquidated damages.

25. Prior to occupancy, in the event a current (returning to SAIC) student cancels his or her housing contract, SAIC will suffer damages. Due to the difficulty in ascertaining such damages, the Resident agrees to pay the following amount not as a penalty but as liquidated damages for such cancellation:
   a) on or before May 1, 2016, the $550 housing prepayment.
   b) after May 1, 2016, the $550 housing prepayment and the $1,300 breakage of contract fee.

26. If the Resident moves out of the residence hall during the contracted dates, the Resident will be granted a release of this Contract upon submission and approval of a Housing Withdrawal Form. The Resident shall vacate his or her room within seventy-two (72) hours after completing and submitting the form. A Resident granted a release of this Contract will:
   a) Be assessed a $1,300 breakage of contract fee; and
   b) Receive a refund of housing charges for the semester prorated on a nightly basis.

27. SAIC may terminate this Contract and the resident may be required to immediately vacate his/her room. SAIC, in its reasonable discretion, may refund room charges or release a former resident from Contract breakage fee, except in the following instances, in which no refund of room charges or release from Contract breakage fee will be made by SAIC.
   a) Default on the terms of this Contract for payment;
   b) Dismissal from SAIC for academic or conduct reasons;
   c) Dismissal from residence halls for conduct reasons;
   d) Complete withdrawal from classes.

28. Any student who has not moved in or contacted the Residence Life office with a move in date by September 15, 2016, will automatically forfeit his/her space. In such circumstances, SAIC will suffer damages. Due to the difficulty in ascertaining such damages, the Resident agrees to pay the $550 housing prepayment and the $1,300 breakage of contract fee not as a penalty, but as liquidated damages for such cancellation.

Release, Indemnification and Hold Harmless

29. The Resident hereby accepts and agrees to the terms and conditions set forth in this Contract, the Student Handbook, and in the Residence Hall Handbook as it is updated from time to time. (http://www.saic.edu/media/saic/pdfs/lifesai/newstudentorientation/Student-Handbook_2015-16.pdf), and further agrees to defend, indemnify and hold SAIC harmless from any and all claims, demands, actions, causes of action, damages, expenses, losses, or liabilities, including reasonable attorneys’ fees and including, without limitation, claims of negligence against SAIC (“Losses”), arising in any way from or out of the Resident’s occupancy, use or enjoyment of the assigned space or room by the Resident and his or her guests and invitees. The Resident shall solely be liable for any Losses arising from wind, water, fire or any other damage caused to the residence hall and/or the Resident's room, by Resident’s, his or her guest’s and/or invitee’s negligent, accidental and/or willful misconduct up to a limit of $50,000, notwithstanding the existence of any such insurance against the above stated perils held or in place by the School at the time of the loss. Resident further agrees that SAIC shall not be liable for, and Resident hereby releases all claims for, damage to person and property sustained by Resident or any person claiming through Resident, resulting from any theft, wind, water, fire, accident, occurrence or condition in or upon the Resident’s room or the residence hall.

The Buckingham

30. In certain semesters, in response to the demand for student housing, SAIC arranges for additional student housing at the Buckingham, located at 59 E Van Buren Street, Chicago, IL 60605. SAIC and Resident acknowledge and agree that the Facility is not owned or operated by SAIC. In the event that a student is assigned to the Buckingham, the terms and conditions set forth on Attachment B will also apply and, in addition, any reference in the Housing Contract to "on-campus residence hall" or to "assigned residence facility" shall mean the "Buckingham" for the period of time that Resident lives in the Buckingham.
Miscellaneous

31. If any or more provisions of this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, it shall not affect any other part of this Contract and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. This Contract shall be construed in accordance with the laws of the State of Illinois and any actions brought concerning this Contract shall be brought in the state or federal courts in Chicago, Cook County, Illinois.

Student Disclosure of Criminal Convictions

32. As explained at the beginning of this Contract, SAIC requires you to disclose information regarding any criminal convictions that you may have. Indicate below by checking the appropriate box whether you have any instance in any state or country where you have plead guilty or were found to be guilty by a judge or jury to charges that you committed a crime other than minor traffic offenses. You are not required to disclose any arrest or criminal history record information ordered expunged, sealed or impounded under applicable law or any conviction reversed on appeal.

Check one box: □ Yes, I have been convicted of a crime. □ No, I have not been convicted of a crime.

If you checked “yes,” you must complete the Student Disclosure of Criminal Convictions and Consent to Obtain Additional Information. This form is located at http://saic-housing.artic.edu under the “Contract and Prepayment” Section, or can be found at http://www.saic.edu/life/housing under the section titled “How to Apply.” You must submit this form to the Residence Life Office.

By signing this contract, you certify that this information is truthful, accurate and complete and that you understand and agree that you will notify SAIC immediately of any inaccuracies in, or corrections to, the information you disclose here. You also certify that you understand and agree that you have a continuing duty to notify SAIC of any criminal conviction during the time that you are living in SAIC’s residence halls.

Signature of Resident/Student Date
_____________________________________________
Print Name Student ID #
_____________________________________________
Student Date of Birth

Accepted and Agreed by:

THE SCHOOL OF THE ART INSTITUTE

Signature Date
_____________________________________________
Print Name

Title

The Art Institute of Chicago, including both the School and the Museum, is committed to providing an inclusive and welcoming environment for its students, visitors, faculty, and staff, and to ensuring that educational and employment decisions are based on an individual’s abilities and qualifications. The Art Institute of Chicago does not tolerate unlawful discrimination based on race, color, sex, religion, national origin, disability, age, sexual orientation, gender identity, military or former military status, or any other status protected by federal, state or local law, in its programs and activities, public accommodations or employment practices. Specific policy applications and procedures may be found in the Student Handbook, Faculty Handbook and Employee Guidelines.
The SAIC Residence Hall Meal Plan Terms and Conditions 2016-2017 are incorporated into, and form a part of, the 2016-2017 Housing Contract, as applicable (“Housing Contract”), between SAIC and the Resident/Student.

Availability of Dining Options. SAIC will provide a variety of a la carte meal options at three dining facilities located within the Columbus Drive building, the MacLean building, and the Sharp building.

Terms of the Meal Plan: The SAIC Residence Hall Meal Plan is valid for the same period of time as the Housing Contract and is required for all students living in SAIC’s Residence Halls. The Resident/Student agrees to pay the amount stated below and abide by the further terms listed. See Meal Plan Schedule below for information concerning specific dates of operation.

Cost and Billing: The cost of the SAIC Residence Hall Meal Plan is $775 per semester for new students and $525 per semester for current (returning to SAIC) students. This amount will be billed to the Resident/Student’s account each semester on the same schedule as the housing charges listed in the Housing Contract. If a Resident/Student moves into the Residence Hall after the semester has begun, the cost of the SAIC Residence Hall Meal Plan will be pro-rated beginning from the scheduled move-in date.

Dining Dollars. Each semester, the Resident/Student will receive $775/$525 worth of “Dining Dollars” on his or her ARTICard. This amount will be tracked and managed by the ARTICard office and may be used only for items available for purchase in the three dining facilities on campus. This excludes items for sale in vending machines. The Resident/Student must present his or her ARTICard to use the Dining Dollars at the SAIC dining facilities. The Resident/Student understands that the Dining Dollars cannot be used by anyone else for dining service. Misuse of Dining Dollars may result in additional charges, disciplinary action and/or confiscation of Dining Dollars.

Unused Dining Dollars: Unused Dining Dollars will carry over from fall semester to spring semester within this academic year and from this academic year to the next academic year. When a student is no longer enrolled at SAIC, all unused Dining Dollars will be refunded in full less an administrative fee of $30.00. If the remaining Dining Dollar balance is equal to or less than $30.00, SAIC will not refund any Dining Dollars nor will it pursue the collection of the remaining fee amount.

Cancellations and Refund Schedule: All students living in SAIC’s residence halls, pursuant to a Housing Contract, are required to participate in the SAIC Residence Hall Meal Plan. To cancel participation in the SAIC Residence Hall Meal Plan, the Resident/Student, in general, must also be canceling your Housing Contract. As stated in the Housing Contract, the Student/Resident must submit a Housing Withdrawal Form. The following refund schedule applies:

Prior to occupancy, students who are granted a release of the Housing Contract will also be granted a release from the SAIC Residence Hall Meal Plan. All unused Dining Dollars will be refunded in full.

After occupancy, students who are granted a release of the Housing Contract and withdraw from all of their classes will also be granted a release from the SAIC Residence Hall Meal Plan. All unused Dining Dollars will be refunded in full less an administrative fee of $30.00. If the remaining Dining Dollar balance is equal to or less than $30.00, SAIC will not refund any Dining Dollars nor will it pursue the collection of the remaining fee amount.

After occupancy, students who are granted a release of the Housing Contract and remain at SAIC, will not be granted a release from the SAIC Residence Hall Meal Plan until the end of the semester in which they were released from the Housing Contract. Students who leave housing during fall semester will not be charged for a spring semester meal plan. No refund of Dining Dollars will be granted to the Resident/Student. Unused Dining Dollars will carry over from fall semester to spring semester within this academic year and from this academic year to the next academic year.

Lost, Stolen and Replacement Cards. Dining Dollars will be loaded on to the Resident/Student’s ARTICard. The Resident/Student must comply with the applicable terms and conditions for the ARTICard, including those terms regarding lost, stolen and replacement cards.

Responsibility: SAIC shall not be responsible or liable for delay, curtailment and/or non-delivery of meal service, or any other non-performance hereunder, directly or indirectly resulting from and/or contributed by acts of God, the adoption of any law, ordinance, regulation, ruling, or order, lack of usual means of transportation, fires, floods, explosions, strikes, or other accidents or contingencies beyond SAIC’s control.

SAIC may revoke and terminate this agreement regarding Dining Dollars (i) if the Resident/Student fails to be or to continue to be throughout the term of the Housing Contract, a registered Resident/Student at SAIC or to complete settlement of his or her SAIC financial account in accordance with established practices and procedures; (ii) if the Resident/Student fails for any reason to comply with these Terms and Conditions, the Housing Contract or with any policy, procedure, rule or regulation adopted by SAIC in the interests of health, safety, and proper conduct of the students and orderly and efficient operation and administration of the SAIC dining facilities.
In the event that SAIC terminates this agreement regarding Dining Dollars or enrollment at SAIC, no refund or credit will be due to the Resident/Student.

**Meal Plan Schedule:** The Meal Plan schedule is for Monday through Friday, breakfast, lunch and dinner. On Saturdays & Sundays, the schedule is for brunch and dinner. Dining service will be limited during winter session, US Holidays, and SAIC Holidays. These are subject to change.

**Assignment/Modification:** Neither this agreement, nor Dining Dollars, may be assigned or transferred by the Resident/Student. SAIC reserves the right to make reasonable modifications or amendments to these Terms and Conditions which shall be effective upon notice to the Resident/Student.

**Governing Law:** This agreement shall be construed in accordance with the laws of the State of Illinois and any actions brought concerning it shall be brought in the state or federal courts located in Chicago, Cook County, Illinois.
Attachment B

As set forth in paragraph 29 of the Contract, above, the Resident may be assigned to the Buckingham, located at 59 E Van Buren Street, Chicago, IL 60605. During the time that the Resident resides at the Buckingham, the following provisions shall apply and the Contract is amended and revised as set forth below:

1. Resident hereby accepts and agrees to the terms and conditions set forth in this Attachment B and in the Buckingham Policies and Procedures, a copy of which is available at (thebuckinghamchicago.com), as that handbook may be updated from time to time as provided therein (the "Resident Handbook"). In addition, Resident agrees to Buckingham Network Acceptable Use Policy ("AUP"), a copy of which is available at (thebuckinghamchicago.com). Resident agrees to sign and date the AUP as a condition to residing in the Facility.

2. References in Paragraph 16 of the Contract to authorized school maintenance and other personnel shall also include authorized Buckingham maintenance and other personnel.

3. The Buckingham does not have studio space.

4. Resident is encouraged to obtain personal property and liability insurance coverage.

5. Resident may use exercise facilities within the Buckingham in accord with the terms and conditions of the Buckingham. Resident acknowledges that SAIC does not own, maintain, control or have any responsibility for such exercise facilities in the Buckingham. The Resident waives, holds harmless, indemnifies and releases the Art Institute of Chicago, its Trustees, Governors, officers, employees, and agents, for and from any and all responsibility, liability, cases, action suits, damages, demands, and claims whatsoever which the Resident or those claiming under the Resident may have, suffer or incur now or in the future resulting from or arising out of the Resident’s use of the exercise facilities at the Buckingham including, but not limited to, claims for death, personal injury, and property damage or loss. This waiver and release also applies to any claims of third persons relating to the above matters, whether by subrogation or otherwise.

6. SAIC anticipates that, after the Fall Term 2016, it may be able to accommodate Resident in a residence hall owned by SAIC. In December 2016, SAIC will notify Resident if Resident will be transferred to a SAIC-owned residence hall or to another room within the Buckingham for the Spring Term 2017. Resident agrees to cooperate fully with any such transfer, including, but not limited to, being available to make the transfer at the end of the Fall Term 2016. Resident further acknowledges that any such transfer accords with the terms of the Contract and does not amount to a breach of the Contract by SAIC. In the event of a transfer to a SAIC-owned residence hall, SAIC will hire a moving company to assist in moving students from the Facility to a SAIC-owned residence halls.

7. In the event of any inconsistency between the Contract and this Attachment B, the terms of this Attachment B shall control.