



## **TENANT UNION APARTMENT SEARCH LISTING AGREEMENT**

This Online Apartment Posting Agreement (“Agreement”) is between **The Board of Trustees of the University of Illinois**, a body corporate and politic of the State of Illinois, on behalf of its Tenant Union in the Office of the Dean of Students on the Urbana-Champaign campus (“University”) and **[OTHER PARTY NAME]** (“Landlord”) (collectively “the Parties”).

### **1.0 PURPOSE**

The Tenant Union Apartment Search Website (“Website”) is a service operated by the University’s Tenant Union in the Office of the Dean of Students (“Tenant Union”) to make University students aware of community living opportunities. Upon entering into this Agreement, individuals and entities will be able to list rental property on the Website.

### **2.0 TERM AND BREACH**

#### **2.1 TERM OF AGREEMENT**

This Agreement shall become effective on the date of final, executing signature and will remain in effect for 31 calendar days unless earlier terminated.

#### **2.2 TERMINATION FOR CAUSE**

In the case of material breach by either party, the non-breaching party may provide written notice of the breach to the breaching party. If the breaching party fails to cure the breach within ten (10) business days of receiving the written notice, the non-breaching party may terminate this Agreement immediately.

#### **2.3 TERMINATION FOR CONVENIENCE**

Either party may terminate this Agreement for convenience upon 14 calendar days’ prior written notice to the other party.

#### **2.4 EFFECT OF TERMINATION**

Upon termination of this Agreement, University shall remove all Landlord’s rental property listings on Website. Once the rental property listings have been removed and the associated listing fees paid, Landlord’s responsibilities to pay additional listing fees will end. Any other monetary obligations owed by Landlord, including, but not limited to, indemnification and any other damages, will continue to remain in effect even after the removal of the listing. If University terminates this Agreement for cause pursuant to Section 2.2, Landlord shall be prohibited from

registering new accounts under different names, personal or corporate, or through different associations.

## 2.5 ADDITIONAL REMEDIES FOR BREACH OF AGREEMENT

Without limiting other remedies, the University may: limit Landlord's activity on Website; immediately remove Landlord's property listings from Website; notify appropriate University officials and law enforcement of any illegal conduct on behalf of Landlord; issue Landlord a warning of the consequences of continued misconduct; temporarily suspend, indefinitely suspend or terminate Landlord Account; and refuse to provide University services to Landlord if:

- Landlord breaches this Agreement or the documents it incorporates by reference;
- University is unable to independently verify or authenticate information Landlord provides to University;
- Landlord engages in illegal or fraudulent conduct with regard to information it lists or attempts to list on the Website; or
- University believes that Landlord's actions may cause financial loss or legal liability for Landlord, the University or Students.

## 3.0 USE OF WEBSITE

3.1 Landlord agrees to abide by all of the terms and conditions of this Agreement as well as those found within the Terms of Use, attached hereto and incorporated herein, as Addendum A.

3.2 The Website is a University resource and all University policies, regulations, procedures and rules applicable to University information technology apply. See <https://www.cio.illinois.edu/policies/>

3.3 The Website is available to Landlord by registering with the University of Illinois Tenant Union through the Landlord Registration process. The Landlord Registration process creates an account to access and use the Website ("Landlord Account").

3.4 Landlord is responsible for maintaining the confidentiality of its Landlord Account user identification and password. Landlord is responsible for all activities that occur under Landlord Account and password.

3.5 On the condition that Landlord complies with all obligations of this Agreement, University grants Landlord limited, revocable, non-exclusive, non-assignable, non-sublicensable right to access and use the Website in accordance with this Agreement. Landlord is solely responsible for the content Landlord posts to the Website.

3.6 By uploading information regarding Landlord's rental properties onto the Website, Landlord specifically grants University the right to use, modify, adapt, reproduce, distribute, and

display content posted on the Website, to undertake any and all activities related to the normal operation, maintenance, and development of the Website, including but not limited to the logging of activity, monitoring of general usage patterns, and design and product improvement activities. This permission specifically extends to third parties that University may contract with in order to provide this service.

3.7 University may gather information about Landlord's use of the Website. This information may include, but is not limited to, internet protocol (IP) addresses, browser type or other client application used, internet service provider (ISP), referring/exit pages, operating system, date/time stamp, and activity logging. University uses this information to improve the Website and to analyze trends, administer the service, track movements around the site and gather demographic information about the user base as a whole. Pursuant to its Web Privacy Notice, University may disclose the information to its employees as authorized by law, as permitted under University and campus policies, or as authorized for good cause. For additional information, please consult the University Web Privacy Notice at [http://www.vpaa.uillinois.edu/policies/web\\_privacy.cfm](http://www.vpaa.uillinois.edu/policies/web_privacy.cfm). Except for third parties that the University may contract with to provide Website services, University does not disclose this information to any third party unless required by law, court order, or lawful subpoena.

3.8 Any attempt by Landlord to obtain unauthorized access to the Website, including, but not limited to, altering any of its own or any other entity's listing(s) or seeking to obtain University data, will result in an immediate termination of Landlord Account and termination of this Agreement.

#### **4.0 POSTING POLICIES**

4.1 All listings are subject to the Tenant Union's approval. Landlord is responsible for entering responses to specific questions regarding the rental property into a University-designated portal. Tenant Union will use its best efforts to review and post the proposed listing to the Website within 3 business days of the data being entered into the University-designated portal, with the exception of designated University holidays or University reduced service days. In the case of requests to edit listings previously posted on Website, the original listing will remain on Website until the edited version is approved by the Tenant Union. If it is determined that a listing on Website violates this Agreement, the Terms of Use or any Tenant Union or University policy, that listing will be removed.

4.2 All rental property listings are posted for the period of time chosen by the Landlord. After this period has expired, postings can be renewed by the user; however, this will not be done automatically. The price associated with any renewal fee will be governed by the Tenant Union Apartment Search fee schedule (discussed in Section 8.1 below). Each posting's start date will be

effective on the day listing is approved for posting to the Website by the Tenant Union's administrative staff.

## **5.0 LISTING ELIGIBILITY**

Landlord must be legally able to lease any rental property Landlord lists on Website.

## **6.0 FRAUD**

Without limiting any other remedies, University may suspend Landlord Account if University reasonably believes that Landlord has engaged in fraudulent activity in connection with the Website, including, but not limited to, knowingly listing false information about Landlord's rental property. If University determines that Landlord did engage in fraudulent activity in connection to the Website, University may terminate Landlord Account and terminate this Agreement. In making its determination, University may use information it has received from courts, insurance companies or other interested third parties, including convictions, settlements, and insurance or escrow investigations.

## **7.0 LIABILITY, RELEASE AND INDEMNIFICATION**

7.1 Neither party shall be liable for any negligent or wrongful acts, either commission or omission, chargeable to the other party, unless such liability is imposed by law. This Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other party or against third parties.

7.2 University will not be responsible for damages resulting from Landlord's use of the Website, including, but not limited to, lost sales opportunities, loss or corruption of data, harm to Landlord's or any third party's computer systems, or any other harm resulting from use of this service. Landlord agrees that University and its trustees, officers, directors, employees, agents, and representatives shall have no liability for any consequential, indirect, punitive, special or incidental damages, whether foreseeable or unforeseeable (including, but not limited to, claims for defamation, errors, loss of data, or interruption in availability of data) or loss of use, profit, revenue, or data to Landlord or any third person arising out of or relating to Landlord's use of the Website.

7.3 Landlord shall indemnify and hold harmless the University, University's Board of Trustees, their agents, servants, employees and volunteers against all loss, damage, expense, claim or demand, which those entities may sustain or become liable for on account of any loss, injury or death of persons or any damage to or destruction of property due to or arising in any manner from the wrongful or illegal acts or negligence of Landlord, his/her subcontractors, employees or volunteers or from Landlord's breach of this Agreement.

7.4 As the Website is a Venue as that term is defined by State and Federal statutes and case law upon which Landlord's information will be listed, Landlord will release University, University's Board of Trustees, their agents, servants, employees and volunteers from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with disputes arising from use of the Website.

7.5 UNIVERSITY MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE WEBSITE SERVICES. UNIVERSITY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. UNIVERSITY DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED.

## **8.0 COMPENSATION**

### **8.1 PAYMENT SCHEDULE**

Landlord shall pay University according to the following schedule attached hereto and incorporated herein as Addendum B.

Payment schedule will include all applicable taxes.

### **8.2 AMENDMENTS TO PAYMENT SCHEDULE**

University reserves the right to change the fees charged for the services or offer promotional rates, and such changes are effective ten (10) business days after notice is published on the Website.

### **8.3 NOTIFICATION OF FEES**

Landlord will be notified of applicable listing fees, before University posts Landlord's requested listing(s).

### **8.4 CURRENCY**

Unless otherwise stated, all fees are quoted in U.S. Dollars.

### **8.5 REMITTANCE INSTRUCTIONS**

University list fees for Services performed at the Landlord log in page, which may be printed for Landlord's billing records, including any allowable reimbursable expenses incurred on a monthly basis. Upon review of charges due via Landlord account, Landlord will either remit the total due for the month to the University at the address indicated in Section 10.14 or via credit card

payment. University will not pay interest on Landlord funds advanced or otherwise held on deposit. Landlord will pay the full amount as one lump sum.

#### **8.6 LATE PAYMENTS**

University will assess a Late Payment charge of 1.5% per month (18% per annum), plus a \$2 Past Due charge per month, on all past due balances. University may refer Landlord's past due account for collection or may authorize legal action against Landlord for collection. Landlord shall be liable for all reasonable collection costs and expenses, including attorneys' fees and court costs. If any listing fee owed to University by Landlord is more than 90 days past due, University may suspend Landlord Account and remove all Landlord's listings, until payment is made.

#### **8.7 REFUNDS**

Billing and refund questions can be directed to the Tenant Union at (217) 333-0112.

#### **9.0 INSURANCE**

At all times during the term of this Agreement, Landlord will maintain commercial general liability insurance with minimum limits of \$1M per occurrence with a \$2M aggregate. Such insurance shall name The Board of Trustees of the University of Illinois as additional insured with respect to liability University may incur as a result of Landlord's use of Website. Within seven days of University's request, Landlord must present a certificate of insurance evidencing the coverage and limits required by this article.

#### **10.0 GENERAL PROVISIONS**

##### **10.1. INDEPENDENT CONTRACTOR**

University and Landlord are independent contractors with respect to each other. Nothing in this Agreement is intended to create any association, partnership, joint venture, or agency relationship between them.

##### **10.2. NONEXCLUSIVITY**

This Agreement is nonexclusive. Either party may, without notice to the other, offer other services of the same or similar nature.

##### **10.3. AMENDMENTS**

No proposed amendment to this Agreement shall be valid unless made in a writing properly executed by the parties.

##### **10.4 ADDITIONAL FEATURES**

University reserves the right to add additional features to the Website. Such features may include, but are not limited to, publication of the Landlord complaint record and summaries on

the Website, a roommate and sublease finder. In the event that University plans to introduce a new feature, Landlord will be granted notice forty-five (45) calendar days' prior to the new feature's inclusion. Upon such notice, Landlord may terminate this Agreement pursuant to section 2.3.

#### 10.5. ASSIGNMENT/SUBCONTRACTING

Neither party may subcontract or assign its rights or obligations under this Agreement without the express written consent of the other. Any attempt to do so without consent shall be void and the other party may immediately terminate this Agreement.

#### 10.6. WAIVER

Either party's failure in any one or more instances to insist upon strict performance of any provision of or exercise any right allowed under this Agreement shall not be construed as a waiver of those specific provisions or any other provisions under this Agreement. Any express waiver of a provision of this Agreement shall not be effective unless made in a writing properly executed by the waiving party.

#### 10.7. SEVERABILITY

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity of the remaining provisions. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability.

#### 10.8. INTEGRATION

This Agreement and all attachments incorporated by reference embody the entire understanding of the parties with respect to the subject matter and supersede all previous or contemporaneous communications, either verbal or written, between the parties.

#### 10.9. USE OF NAMES

Neither party will use the name of the other party in any form of advertising or publicity without the express written permission of the other party. Landlord must seek permission from University by submitting the proposed use, well in advance of any deadline, to the Associate Chancellor for Public Affairs, University of Illinois, Third Floor Swanlund Administration Building, 601 East John Street, Champaign, IL 61820; fax (217) 244-7124.

#### 10.10 NON-ENDORSEMENT

Inclusion of Landlord's listing does not amount to an endorsement of Landlord and creation of Landlord Account does not entitle Landlord to any benefit other than placement of a listing on Website in exchange for listing fees.

#### 10.11. CHOICE OF LAW

This Agreement shall be construed in accordance with the laws of Illinois without regard to its conflicts rules.

10.12 EDUCATIONAL LOAN DEFAULT

If Landlord is an individual, or individual doing business as a sole proprietorship, partnership, or LLC, Landlord certifies that it is not in default on an educational loan (5 ILCS 385/3).

10.13. COUNTERPARTS/FACSIMILE SIGNATURES

The parties may sign this Agreement in one or more counterparts, each of which constitutes an original and all of which together constitute the Agreement. Facsimile signatures constitute original signatures for all purposes.

10.14. NOTICES

All notices and other correspondence contemplated or required by this Agreement shall be directed to the parties at the following addresses and shall be valid upon actual receipt:

Landlord: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

University: Director  
Tenant Union in the Office of the Dean of Students  
University of Illinois  
Illini Union, Room 326  
1401 West Green Street  
Urbana, IL 61801

With a copy to: Contract Services Office  
801 South Wright Street  
Champaign, IL 61820

10.15 AMBIGUITIES

Any rule of construction to the effect that ambiguities are resolved against the drafting party shall not apply in interpreting this Agreement.

10.16 REPRESENTATION OF SIGNATORIES

The persons signing this Agreement as authorized signatories represent that they have the authority and intend to bind the party represented.

***[Signatures on next page]***



**THE BOARD OF TRUSTEES  
OF THE UNIVERSITY OF ILLINOIS**

**Landlord**

\_\_\_\_\_  
Signature, Walter K. Knorr, Comptroller

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature, Unit Head Name for Walter K. Knorr

\_\_\_\_\_  
Print Unit Head Name for Walter K. Knorr

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL FORM BY OUC – LTI ON 2/19/2016**

# ADDENDUM A

## Terms of Use

Please read this Terms of Use Agreement (“Agreement”) carefully before accessing the University of Illinois Tenant Union’s Housing Explorer website (“Website”). This Agreement governs your access to and use of the Website. **If you do not agree to be bound by this Agreement, please refrain from using the Website.** By using the Website and its affiliated services (“Services”), you consent to all of the provisions of this Agreement without limitation.

**Authorized Users** The Website is available only to, and may only be used by individuals and entities entering into Tenant Union Apartment Search Listing Agreements in order to post rental property listings (collectively “Landlords” and singularly “Landlord”) and registered students attending the University of Illinois at the Urbana-Champaign campus (“Students”).

### **Website is a Venue**

The Website acts as a venue to allow Landlords to list a property for rent or lease, at any time, from anywhere, in a variety of pricing formats. The University of Illinois at Urbana-Champaign (“University”) is not involved in the actual transaction between Landlords and their prospective tenants. As a result, the University does not warrant the quality, safety or legality of the items listed, truth or accuracy of the listings, the ability of Landlords to rent their property or the ability of renters to pay for items. The University will not ensure the financial viability/soundness of prospective renters nor will it ensure that prospective renters will actually complete a transaction.

### **Responsibility for Information posted on Website**

Website acts as a passive conduit for online distribution and publication of Landlord’s information regarding rental property and any other information provided by Landlord. Landlord is solely responsible for all information provided to Website.

### **Acceptable use**

Landlord agrees to be and is responsible at all times for using Website in a manner that is ethical, in accordance with any and all applicable University policies, and with applicable local, state, and federal laws and regulations.

Landlord agrees that when using Website, Landlord will not:

- Transmit, store, upload, or engage in any conduct or speech that is unlawful, threatening, libelous, harassing, defamatory, vulgar, obscene, pornographic, profane, or otherwise objectionable;
- Impersonate other parties or entities;
- Upload, store, email, or otherwise transmit any materials that Landlord does not have a right to transmit under any law or under a contractual relationship;
- Discriminate based on race, religion, color, sex, age, pregnancy, disability, citizenship status, national origin or ancestry, marital status, parental status, sexual orientation including gender identity, arrest record, unfavorable discharge from the military, or status as a disabled Veteran or Veteran from the Vietnam Era;
- Be false, inaccurate or misleading;
- Be fraudulent or involve the leasing of stolen properties;
- Infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
- Violate any law, statute, ordinance or regulation (including, consumer protection, unfair competition, anti-discrimination or false advertising);
- Contain any viruses, Trojan horses, worms, time bombs, cancel bots, Easter eggs or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;
- Create liability for University or cause University to lose (in whole or in part) the services of its ISPs or other suppliers; and
- Link directly or indirectly to or include descriptions of goods or services that: are prohibited under this Agreement or that Landlord does not have a right to link to or include.

Furthermore, Landlord may not list any item on the Website (or consummate any transaction that was initiated using University's service) that, by paying to University the posting fee, could cause University to violate any applicable law, statute, ordinance or regulation, or that violates University's current policies.

### **Access and interference**

Much of the information on Website is updated on a real time basis and is proprietary or is licensed to the University of Illinois Tenant Union by University's users or third parties. Landlord agrees that Landlord will not use any robot, spider, scraper or other automated means to access the Website for any purpose without University's express written permission. Additionally, Landlord agrees that it will not:

- Take any action that imposes, or may impose in University's sole discretion an unreasonable or disproportionately large load on University's infrastructure;

- Copy, reproduce, modify, create derivative works from, distribute or publicly display any content (except for Landlord's own information) from the Website without the prior expressed written permission of University and the appropriate third party, as applicable;
- Interfere or attempt to interfere with the proper working of the Website or any activities conducted on the Website; or
- Bypass our robot exclusion headers or other measures University may use to prevent or restrict access to the Website.

### **Additional terms**

#### **Street addresses:**

Rental property listings without street numbers in the property address must be approved by the University.

#### **Multiple addresses/multiple accommodations:**

University does not allow multiple addresses or accommodations to be listed within a single rental property listing. Listings that are in violation of this policy will not be approved. Properties that have multiple units must be listed using Multiple Unit Listing(s). University reserves the right to edit the content of all rental property listings.

#### **Non-discrimination:**

Users posting or otherwise using this Website declare THAT THEY WILL NOT DISCRIMINATE AGAINST APPLICANTS OR TENANTS ON THE BASIS OF RACE, COLOR, RELIGION, SEX, AGE, PREGNANCY, DISABILITY, NATIONAL ORIGIN OR ANCESTRY, CITIZENSHIP STATUS, MARITAL STATUS, PARENTAL STATUS, SEXUAL ORIENTATION INCLUDING GENDER IDENTITY, ARREST RECORD STATUS, UNFAVORABLE DISCHARGE FROM THE MILITARY, OR STATUS AS A DISABLED VETERAN OR A VETERAN OF THE VIETNAM ERA. USERS ALSO AGREE TO COMPLY WITH ALL FEDERAL AND STATE NONDISCRIMINATION, EQUAL OPPORTUNITY, AND AFFIRMATIVE ACTION LAWS, ORDERS, AND REGULATIONS WITH RESPECT TO AVAILABILITY OF HOUSING OR THE TERMS AND CONDITIONS OF RENTING OR LEASING HOUSING, AND ACKNOWLEDGE THAT THE TENANT UNION WILL SUSPEND THE ACCOUNT OF ANY USER FOUND GUILTY BY THE DESIGNATED AUTHORITIES, OF ENGAGING IN ANY SUCH DISCRIMINATION.

#### **Links:**

University permits the use of internet links within multiple unit postings; however, Landlord posting links take full responsibility for the content of the links. University reserves the right to

delete any links, where the content is determined to be inappropriate, offensive, or against any of the policies set-out herein.

**Photos:**

University prohibits the use of photos on the Website that are racist, hateful, sexual or obscene in nature for a public area. It is strictly prohibited to copy, reproduce or reuse any photographs or images from this Website.

# ADDENDUM B

## Tenant Union Apartment Listing Schedule of Fees

### UNITS

<i>Check appropriate box(es)</i>	<b>UNIT TYPE</b>	<b>FEE</b>	<b>DISCOUNT</b>	<b># OF DAYS</b>	<b>MONTHLY &amp; DAILY EQUIVALENCE</b>
<input type="checkbox"/>	Single	\$19		28	Approximately \$19.99/month or \$.67/day
<input type="checkbox"/>	Multiple	\$35	8%	28	Approximately \$36.99/month or \$ 1.25 day
<input type="checkbox"/>		\$189	10%	168	Approximately \$31.50/month or \$1.13/day
<input type="checkbox"/>		\$333	27%	362	Approximately \$27.27/month or \$.92/day

### BUILDINGS

<i>Check appropriate box(es)</i>	<b># OF BUILDINGS</b>	<b>FEE</b>	<b>DISCOUNT</b>	<b># OF DAYS</b>	<b>MONTHLY &amp; DAILY EQUIVALENCE</b>
<input type="checkbox"/>	1	\$333		362	Approximately \$28/month or \$.92/day
<input type="checkbox"/>	3	\$900	10%	362	Approximately \$75/month or \$2.49/day
<input type="checkbox"/>	5	\$1415	15%	362	Approximately \$118/month or \$3.91/day
<input type="checkbox"/>	6-11	\$1698	15-53%	362	Approximately \$142/month or \$4.69/day
<input type="checkbox"/>	12-19	\$2997	25-53%	362	Approximately \$250/month or \$8.28/day
<input type="checkbox"/>	20-29	\$4329	35-55%	362	Approximately \$361/month or \$11.96/day

### TERMS:

**Single Unit:** One distinct, independent dwelling with one address (e.g., an apartment, a house, a condo, or a bedroom within a singular dwelling)

**Multiple Unit:** One residence with one address, but more than one distinct, independent dwellings. Each distinct, independent unit should have a unique number for mail and deliveries. (e.g., an apartment building, a duplex, a condominium complex, a rooming house, etc.)

**Listing:** A distinct, independent dwelling(s) at one address.

**Building:** A singular structure with one address, but more than one distinct, independent dwellings.

**Month:** Months are defined as 28 day period for listings (e.g. 168 days =6 periods of 28 days).

**Years:** Years are defined as 362 day periods for listings.