



**THE OFFICE OF REGISTERED ORGANIZATIONS  
STUDENT ORGANIZATION COMPLEX  
SPACE USE AGREEMENT**

This Student Organization Complex (“SOC”) Office/Space Usage Agreement (“Agreement”) is made and effective on the date of the last signatory between [Enter name of Organization] (“Lessee”) and the Board of Trustees of the University of Illinois, a body corporate and politic, on behalf of its Office of Registered Organizations and its Illini Union (hereinafter referred to as “Office of Registered Organizations” or “University”).

Lessee is a Registered Student Organization (“RSO”) formed under subsection 2, Part 3, subsection 2-202(a)(4)(D) of the University of Illinois at Urbana Champaign *Student Code*. As such, the RSO is not a body corporate and politic of the State of Illinois and is, instead, a separate and distinct entity, independent, and autonomous from the University.

In consideration of the mutual promises and agreements of Lessee and the Office of Registered Organizations set forth herein, the parties agree as follows:

**1. LEASED SPACE**

1.1 Office of Registered Organizations agrees to allow Lessee access to Cubicle space and a secured mailbox within the SOC complex in the Illini Union as indicated below.

Number: \_\_\_\_\_ (“Space”)                      Mailbox Number:

1.2 Lessee understands that the hours of the SOC are set by the Office of Registered Organizations and may vary with the academic calendar.

**2.0 UNIVERSITY**

2.1 University does not have any vested interest in the policies, programs, membership, or services of the Lessee unless:

- a. They affect the physical integrity of University or any Illini Union spaces.
- b. They affect the health and safety of University staff and/or patrons.
- c. The Lessee alters its purpose, policies, membership, or services from the term of this Agreement.

### **3.0 TERM**

#### **3.1 Term of Agreement**

The term of the agreement shall be from August 27, 2018 until May 10, 2019. Lessee must remove all items and vacate the Space by the end date listed above.

#### **3.2 Termination for Cause**

- a. In case of material breach by either party, the non-defaulting party shall give the defaulting party written notice of the alleged breach. Upon receipt of that notice, the defaulting party shall have seven calendar days to cure the alleged breach. If the alleged breach is not cured by the defaulting party at the end of the seven day cure period, the non-defaulting party may, at its option, terminate this Agreement immediately by sending the defaulting party notice that this Agreement is being immediately terminated for cause. If this Agreement is terminated by either party for cause, Lessee must vacate the Space within one week of the cancellation.
- b. If Lessee loses its status as an active RSO, this Agreement will immediately terminate and Lessee must vacate the Space within one week of receiving written notice that their status as an RSO has been terminated.

#### **3.3 Termination for Convenience**

Either party may terminate this Agreement for convenience upon thirty days' prior written notice to the other party.

### **4.0 COMPLIANCE WITH APPLICABLE RULES, REGULATIONS, AND POLICIES**

4.1 The leased Space should only be used by the Lessee and the Lessee must follow the Office of Registered Organizations' Guidelines on Space Allocation, found in the Handbook for Registered Student Organizations and Registered Organizations ("Handbook"), incorporated herein by reference, and available online at: <http://union.illinois.edu/get-involved/rso-handbook/student-organization-complex>.

4.2 Lessee may not trade Space with other lessees and/or agree to share Space with other RSOs or another organization, without the prior written approval of the Office of Registered Organizations.

4.3 Lessee must comply with all applicable University policies, rules, and regulations, including, but not limited to, those contained in the Handbook. Failure to comply with such policies, rules, and regulations may jeopardize Lessee's Space rental in the future and will further subject the Lessee and its members to financial encumbrance, disciplinary action, and/or loss of Space privileges.

4.4 Lessee must meet all minimum usage requirements established by University to maintain their Space. Lessee must provide a list of individuals who are premitted to occupy Space. The list will be used by Office of Registered Organizations to check against student IDs throughout the day that SOC is open to ensure appropriate individuals are occupying Space in accordance with these requirements ("Office Space Checks").

4.5 Lessee’s Space will be part of Office Space Checks throughout the term of the Agreement to ensure compliance with Office of Registered Organizations’ Guidelines on Space Allocation.

4.6 The Office of Registered Organizations reserves the right to access Space at any time and remove any materials that are in violation of fire and safety polices and/or the Student Code. Lessee will be notified of item(s) removal and asked to pick up the removed items within [specify time frame ie. 48 hrs from removal]. Items not picked up may be disposed by the Illini Union staff

4.7 Lessee is not allowed to establish a wireless network within the Space.

4.8 SOC meetings will be announced either through emails or signage in the SOC. Lessee must attend SOC meetings hosted by the Office of Registered Organizations.

4.9 All violations of this Agreement will subject Lessee to disciplinary action, as set forth in the “Disciplinary Action Outline” attached hereto and incorporated herein as Exhibit A.

4.10 Lessee **MUST** notify the Office of Registered Organizations if there is a change in its president.

**5.0 NOTICES**

All notices provided herein, including change in mailing address, will be effective only if made in writing (including through email), unless otherwise noted, and either personally delivered with an executed acknowledgement of receipt or deposited in the United States mail (or an equivalent mail delivery service), certified return receipt requested, postage prepaid, and addressed as follows:

To University	To Lessee

**6.0 LIABILITY**

By signing this Agreement, Lessee agrees to be responsible for the cost of repair or replacement of any property owned by University, or for which University is responsible, which is damaged or destroyed as a result of any action of Lessee and Lessee’s guests, invitees, representatives, agents, service vendors, and volunteers.



**EXHIBIT A**  
**Disciplinary Action Outline**

**Step One: Verbal Warning**

- 1) The Lessee's President will receive a verbal warning from the Office of Registered Organizations for failing to comply with Space Check requirements or other similar violations. The Office of Registered Organizations reserves the right to impose more serious sanctions depending on the nature of the conduct of the Lessee or Lessee's officers or members. For example, violations listed in Section 4.3 shall be subject to more serious sanctions.

**Step Two: Written Warning**

- 1) If Lessee or its officers or members (i) continues to engage in the conduct for which Lessee was issued a verbal warning; (ii) engages in other lower level violations that would normally raise to the level of a verbal warning, or, (iii) in the sole opinion of the Office of Registered Organizations, engages in conduct that warrants more a sanction higher than a verbal warning, but lower than any other more serious sanction, Lessee's President will be given a written warning which will be sent to Lessee's President via email. The Lessee's President is required to print and sign the written warning and return it to the Office of Registered Organizations as proof of receipt within two business days of receipt.

**Step Three: Sanctions Meeting**

- 1) If a Lessee, or its officers or members (i) continues to engage in the conduct for which Lessee was issued a verbal and/or written warning; (ii) engages in other violations that warrant a continuing of Lessee's progressive sanctioning; or (iii) in the sole opinion of the Office of Registered Organizations, engages in conduct that warrants a sanctions meeting, the Lessee's officer(s) will be required to attend a disciplinary meeting to discuss these ongoing conduct issues.
- 2) If the Office of Registered Organizations determines that Lessee must attend a sanctions meeting, a meeting request will be sent by email to the Lessee's President and the Assistant Director of Student Programs & Activities.
- 3) If the Lessee does not respond to the meeting request and a meeting is not scheduled after seven days from the date that the meeting request is sent, the Agreement will be terminated.
- 4) All of the following will be discussed in the sanctions meeting:
  - a) Whether or not the Lessee will be allowed to continue to use the Space.
  - b) How the Space has been used thus far according to Office of Registered Organizations records.
  - c) Following the sanctions meeting, the Office of Registered Organizations will decide whether Lessee's contract will be terminated immediately or whether Lessee will be allowed to continue to utilize the leased Space.

- d) If the Office of Registered Organizations allows the Lessee to continue to utilize the leased Space, this decision is contingent upon the Lessee's developing an action plan, which must be approved by the Office of Registered Organizations.
    - i) Action Plan  
The action plan should include, but not be limited to, Lessee's performing a task or organizing an event designed to address the conduct at issue and help ensure that Lessee and Lessee's officers and members will not continue to engage in the conduct at issue. Examples of such tasks include organizing an educational workshop or presentation on proper office procedures, cultural sensitivity or safety.
  - e) If, within **three** business days following the sanction meeting, Lessee either fails to submit an action plan or Lessee fails to develop an action plan that meets with the Office of Registered Organization's approval, this Agreement shall be terminated and the Lessee shall have seven days to vacate the Space.
- 5) If the Lessee, its officers or its members, engages in any further misconduct following the implementation of the approved action plan, the Office of Registered Organizations may, in its sole discretion, immediately terminate this Agreement. If this occurs, Lessee shall have seven days to vacate the Space.

### **The Appeal Process**

- 1) Any Lessee that is removed from the leased Space by the Office of Registered Organizations shall be allowed the opportunity to appeal this decision to the Illini Union Board Policy Committee, in accordance with the provisions found below.
- 2) Appeals must be filed with the Illini Union Board Vice President of Policy ("IUB VP for Policy") within three business days from the notice of lease termination (i.e., the eviction being issued).
- 3) The IUB VP for Policy is responsible for all communication with the Lessee related to the appeals process, including the final result of the Appeal.

### **Grounds for an SOC Removal Appeal**

- 1) An appeal must contain one or more of the following grounds for the appeal:
  - a) The Lessee is able to prove that an inaccurate assessment of Office Space Checks has occurred (the Office of Registered Organizations Office Space Check Report is always assumed to be accurate unless proven to the contrary);
  - b) The Office of Registered Organizations Office did not follow the Disciplinary Outline practices;
  - c) The Lessee's removal from the SOC was based on incorrect facts;
  - d) There were clear extenuating circumstances which prevented the Lessee or its members from following the outlined SOC policy;
  - e) New information or other relevant facts not available at the time of the Office of Registered Organization's decision that is now available;
- 2) If Lessee's appeal does not meet one of the above grounds for an appeal, then the IUB VP for Policy may deny the appeal without consideration of the Policy Committee.

- 3) If Lessee is granted a hearing for an appeal by the IUB VP for Policy, Lessee may remain in the leased Space pending the outcome of the appeal.

### **Appeal Filing Process**

- 1) In order to file an appeal, the Lessee should email the Assistant Director for programs the advisory to the Illini Union Board J.B.Bailey [jmbail@illinois.edu](mailto:jmbail@illinois.edu) who will provide the IUB VP for Policy with the following information and "REQUEST FOR SOC APPEAL – [Organization Name]" in the subject line.
  - a) Lessee’s Name and applicable SOC office/cubicle space number
  - b) President Name and Email
  - c) Copy of SOC Removal Documentation provided to Lessee from Office of Registered Organizations
  - d) Ground(s) for Appeal
  - e) Brief description of why an appeal is sought based on the ground(s) for appeal
- 2) If the appropriate information is not provided, the IUB VP for Policy is under no obligation to rule on Lessee’s request for an appeal.
- 3) Once the appeal requests has been reviewed the IUB VP for Policy, the Lessee will receive a return email response identifying any additional information that might be needed, as well as the next steps of the process.
- 4) If the Lessee meets the appeal requirements, submits all of the requested information, and clarifies any questions, the IUB VP for Policy will schedule a hearing for the Policy Committee to discuss the appeal. The appeal may be heard during a regularly scheduled IUB Policy Meeting, or at a special meeting called by the IUB VP for Policy.
- 5) During the appeal process, the Lessee will be allowed to submit any relevant documentation Lessee wishes the Illini Union Board to consider when making its determination. Additionally, the Lessee may give a short presentation to the IUB and/or be on hand for questions when the IUB discusses the appeal.
  - a) The oral presentation shall only be given by the Lessee’s president, chairperson, or a designated student member.
  - b) The IUB Policy Committee reserves the right to set time limits on all presentations.
  - c) Within thirty-six (hours) over two business days from the Lessee’s hearing the IUB will email the Lessee’s President its decision.
  - d) There is no level of appeal above the IUB as its decisions are final.