



# FORNELLI HALL

## 2009 SUMMER TERM STUDENT LICENSE APPLICATION (SHORT TERM)

1. To apply for your accommodation for FORNELLI HALL, 55 E. Washington St., Chicago Illinois, please submit a fully completed Application and Guaranty Form with a \$200 application/bed reservation fee to Fornelli Hall Attn: Manager 55 E. Washington St. Leasing Office Chicago IL 60601. The application fee is non-refundable. Checks should be payable to: 55 E. WASHINGTON DEVELOPMENT LLC.

2. Accommodations are limited and will be assigned on a first-come, first-serve basis to Students. *This Application is not a contract for accommodations.* A binding License Agreement to access and make use of a Unit or bed space in Fornelli Hall will be formed only if your Application and Guaranty Form are accepted and a License Agreement is entered into by both you and the Manger of Fornelli Hall. Detailed Unit and bed space information is available on-line at FORNELLIHALL.COM.

### APPLICANT DATA

Name: \_\_\_\_\_ Cell Phone: ( \_\_\_\_\_ ) \_\_\_\_\_  
(FIRST) (MIDDLE) (LAST)

E-mail Address: \_\_\_\_\_

Current Local Address: \_\_\_\_\_  
(STREET) (CITY) (STATE) (ZIP CODE)

Please provide information for one of the items below, and check the corresponding choice:

\_\_\_ Driver's License \_\_\_ Passport \_\_\_ State ID Number: \_\_\_\_\_ State: \_\_\_\_\_

Social Security No: \_\_\_ - \_\_\_ - \_\_\_\_\_ Student ID No: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ / \_\_\_\_\_  
(month) (day) (year) Field of Study: \_\_\_\_\_

Current Student Standing: \_\_\_ Freshman \_\_\_ Sophomore \_\_\_ Junior \_\_\_ Senior \_\_\_ Graduate \_\_\_ Transfer

Current Employment Information: \_\_\_\_\_

Current Bank/Account Information: \_\_\_\_\_

Name of School currently or will be attending: \_\_\_\_\_

Have you ever been convicted of a felony? \_\_\_ Yes \_\_\_ No \_\_\_ Reason \_\_\_\_\_

Have you ever been evicted from any residence? \_\_\_ Yes \_\_\_ No \_\_\_ Reason: \_\_\_\_\_

### GUARANTOR CONTACT INFORMATION

*Either Applicant or Guarantor must have positive credit history to qualify for approval. A Guarantor is required for any Applicant who does not qualify for credit, as determined by management. A Guaranty Form must accompany this Application for approval.*

Name: \_\_\_\_\_ Cell Phone: ( \_\_\_\_\_ ) \_\_\_\_\_  
(FIRST) (MIDDLE) (LAST)

Email Address: \_\_\_\_\_ Home Phone: ( \_\_\_\_\_ ) \_\_\_\_\_

Permanent Address: \_\_\_\_\_  
(STREET) (CITY) (STATE) (ZIP CODE)

Relationship to Resident: \_\_\_\_\_

**UNIT PREFERENCES**

Requests are not guaranteed. If space is available, it will be filled on a first-come, first-serve basis. Please numerically list choices in order of preference.

**STUDIO**

**ONE BED UNIT**

**TWO BED UNIT**

**THREE BED UNIT**

**FOUR BED UNIT**

**UNIT/BED # \_\_\_\_\_ REQUESTED**

**ROOM MATES**

Roommate matching is not guaranteed, but residents can be reassigned upon request, subject to availability.

Please indicate the names of your preferred roommates below. All roommate choices must be mutual in order to be placed together. If you do not have a full unit group, you will be assigned remaining roommates.

Name: \_\_\_\_\_ Name: \_\_\_\_\_ Name: \_\_\_\_\_

E-mail: \_\_\_\_\_ E-mail: \_\_\_\_\_ E-mail: \_\_\_\_\_

Please Generally Describe Roommate Preferences:

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**REFERRAL**

The following school or individual referred me to Fornelli Hall : \_\_\_\_\_

If you refuse to answer any question, or if you have given false information: (1) we may reject this Application; (2) we will retain all processing fees and deposits as liquidated damages for time spent and expenses; and (3) if you have entered into a License Agreement, you may be considered in breach of that Agreement.

Applicant hereby represents that all the above statements are true and correct and are made to induce the Manager of Fornelli Hall to grant Applicant a License to access and make use of a Unit or bed space at Fornelli Hall. Applicant hereby authorizes verification of references given, including bank account balances, employment and credit information. I agree that I have no right to access space at Fornelli Hall until this application is approved and a License Agreement is entered into. Any false statements made above shall be sufficient cause for Manager of Fornelli Hall to cancel and terminate any agreement made with Applicants. Manager of Fornelli Hall reserves the right to reject Applicant's Application any time prior to execution and delivery of the License Agreement. In the event of rejection (for reasons other than providing false information or failing to fully complete this Application), any sums deposited less application fees will be refunded to Applicant. If Applicant(s) withdraws application prior to execution of a Fornelli Hall License Agreement, the deposit/fee will be forfeited. If Manager of Fornelli Hall for any reason cannot deliver access to a Unit or Bed Space at Fornelli Hall to Applicant at the commencement of the term provided for in the License Agreement, all deposits/fees, less applications fee paid, shall be refunded to Applicant.

By my signature, I attest that the information contained herein is correct. Management is authorized to use the information provided herein to conduct any and all investigations as deemed prudent by the Management for the purpose of evaluating this Application, including but not limited to employment verification and income verification, tenancy verification, running: a credit check, a criminal background check and/or an eviction background check.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_ 2008



**GUARANTY OF FORNELLI  
HALL LICENSE APPLICATION**

Either Licensee or Guarantor must have a positive credit history to qualify for accommodations . A guarantor is required for any resident who does not qualify for credit as determined by the Manager.

*Please provide all of the following information.*

Name of Student Applicant (Licensee)		
Name of person acting as Guarantor		
Relationship to Applicant		

Address		
City	State	Zip
Cell Phone	Email Address	

Social Security Number	Date of birth (MM/DD/YY) / /
Driver's License #	Driver's Lic. State

Employer	Start date (month/year) /
Position/title	Annual Income \$

**THIS GUARANTY OF FORNELLI HALL LICENSE AGREEMENT (Guaranty) is made for the benefit of 55 E. WASHINGTON DEVELOPMENT LLC (Licensor) and is effective upon execution by the Manager of Licensor of a License Agreement with the Licensee identified above. Entry into a License Agreement to access and make use of a Unit or Bed Space in Fornelli Hall remains in Manager's or Licensor's sole discretion and is not guaranteed.**

**WHEREAS, the Student Licensee identified above has requested to contract for the use of one Unit or assigned bed space and accompanying residential areas at the facility known as "Fornelli Hall ", located at 55 E. Washington Street, Chicago, Illinois (the Facility), owned by Licensor and managed by its agent/manager, US Equities Student Housing LLC (Manager), and if accepted, a license agreement (License Agreement) will be formed upon signature by both Resident and Manager or Agent for Licensor;**

**WHEREAS, Manager has indicated that it will consider accepting the Licensee's application only with an acceptable Guaranty of the Licensee's financial obligations under the proposed License Agreement.**

**NOW, THEREFORE, effective immediately and irrevocably upon full execution of the Fornelli Hall Licensing Agreement in consideration of the foregoing, Guarantor unconditionally and absolutely guarantees (i)**

the due and punctual payment of all fees and other charges to be paid by Licensee as provided for in the License Agreement, (ii) the prompt payment when due and at all times thereafter of any and all existing and future liability of Licensee under the Fornelli Hall License Agreement of any kind, and (iii) the due and punctual performance and observance by Licensee of all of the other terms, covenants, agreements and conditions to be performed or observed by Licensee under the Fornelli Hall License Agreement, throughout the Term of the Fornelli Hall License Agreement and all extensions thereof. This guaranty will run for the benefit of Owner, Manager and its beneficiaries, successors and assigns and may be enforced against Guarantor without first resorting to, or exhausting any other remedy against Licensee.

Guarantor agrees that any modification of the Fornelli Hall License Agreement or waiver of the performance thereunder, or the giving by Manager of any extension of time for the performance of any of the obligations of Licensee or any other forbearance on the part of the Manager or Owner, or any failure by Manager or Licensor to enforce any of its rights under the License Agreement, will not in any way release Guarantor from liability hereunder or terminate, affect or diminish the validity of this Guaranty. Notice to Guarantor of any such modification, waiver, extension, forbearance or failure or of any default by Licensee under the terms of the Fornelli Hall License Agreement, is waived.

Guarantor further agrees that in the event Licensee is involved in a bankruptcy proceeding, and in any such proceeding the Fornelli Hall License Agreement is terminated or rejected, or the obligations of Licensee under the Fornelli Hall License Agreement are modified, Guarantor will continue to perform all obligations of Licensor under the Fornelli Hall License Agreement. In the event any payment by Licensee to Manager or Licensor is held to constitute a preference under the bankruptcy laws, or if for any other reason under bankruptcy proceedings Manager or Licensor is required to refund such payment or pay the amount thereof to any other party, such payment by Licensor to Manager or Licensor will not constitute a release of Guarantor from any liability hereunder, but Guarantor agrees to pay such amount to Manager or Licensor upon demand. Guarantor's obligations to make payment in accordance under this Guaranty will not be impaired, modified, released or limited in any manner by any impairment, modification, release or limitation of the liability of Resident or its estate, or from the decision of any court.

Guarantor agrees that: (a) Guarantor will reimburse Manager or Licensor for expenses incurred in the enforcement hereof and of the License Agreement, including reasonable attorney's fees; (b) this Guaranty will inure to the benefit of and may be enforced by Manager or Licensor and any subsequent assignee of Manager or Licensor of the Fornelli Hall License Agreement, and will be binding upon and enforceable against Guarantor, its successors, assigns and legal representatives; (c) Manager or Licensor will not be required to pursue or exhaust any other remedies before invoking the benefits of this Guaranty; provided, however, that any pursuit of any such remedies will in no manner impair or diminish the rights of Manager or Licensor under this Guaranty; (d) this is a continuing Guaranty, and will apply to and cover the License Agreement including any extensions, replacements and/or renewals thereof heretofore described.

If there is more than one guarantor for Fornelli Hall License Agreement, then all obligations of Guarantor hereunder are joint and several. This Guaranty shall be covered by, construed, applied and enforced in accordance with the internal laws of the State of Illinois, without regard to conflicts of law provisions. The Guarantor acknowledges and agrees that any action or proceeding to enforce or arising out of this Guaranty shall be commenced in the Circuit Court of Cook County, in Chicago, Illinois. The Guarantor consents to personal jurisdiction in such courts and agree that venue will be proper in such courts and waives any objections based upon Forum Non Conveniens and waives any request to transfer such action for the convenience of the parties and witnesses.

Guarantor hereby authorizes and consents to Manager, Licensor or their agents obtaining a credit report and employment verification regarding Guarantor. If the proposed Fornelli Hall License Agreement is not offered or accepted by Manager of Licensor, this Guaranty will become void.

IN WITNESS WHEREOF, this Guaranty has been duly executed by Guarantor.

Signature of  
Guarantor

Date

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Signature of  
Co-Guarantor

Date

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