This residence hall agreement is a binding agreement between Case Western Reserve University ("the University") and the individual student. It entitles the student to the use of the residence hall accommodations only in such manner as set forth herein and in the Student Services Guide (hereby incorporated in this agreement). In the event of any inconsistency between this agreement and the Student Services Guide, the terms of this agreement will prevail. Subject to the terms, conditions and reserved rights contained in this agreement, Case Western Reserve University permits the student to occupy for residential and academic purposes a unit in a residence hall designated by the Case Western Reserve University Office of Housing & Residence Life ("Housing"). The student agrees to accept any accommodations assigned, agrees that he or she has no right to orientation to or select any particular room under this contract, and agrees that the University may reassign the student to a different room or residence hall in the University’s sole discretion.

The parties do not intend by this document to create any leasehold or other estate or rights in real property. This contract is a license to use the residence halls and shall not be construed as a rental agreement. This agreement shall apply to occupancy of rooms. Buildings occupied by Greek letter organizations are deemed residence halls for the purposes of this agreement, unless governed by some other contract.

Failure to observe any of the terms and conditions of this residence hall agreement may result in the termination of this agreement, and may subject the student to disciplinary action under University policies and regulations. Actions may include, but are not limited to, eviction from the residence halls or room transfer to another location within the campus residential system. For further information, see the Student Services Guide, copies of which are available from the Office of Student Affairs (110 Adelbert Hall, 216-368-2020, esa@po.cwru.edu).

The student’s signature on a housing application form or completion of a housing contract or application form online binds the student to this Residence Hall Agreement and signifies that the student has received, read and agrees to abide by all conditions, terms and policies contained in the agreement and applicable provisions of the Student Services Guide. Copies of the Student Agreement and guide may be obtained from the Office of Housing & Residence Life (4 Yost Hall, 216-368-3780, housing@po.cwru.edu) or via the Housing web page (http://housing.cwru.edu/docs).

RESIDENT HALL AGREEMENTS ARE BINDING FOR THE ACADEMIC YEAR AS DEFINED BY THE UNIVERSITY REGISTRAR; OR REMAINING PORTION THEREOF, WHEN AN APPLICATION IS SIGNED AND SUBMITTED OR UPON OCCUPANCY OF ROOM, WHICHEVER OCCURS FIRST.

1. ELIGIBILITY

To be eligible for residence in University residence halls, a person must be currently registered as a student at the University, or at the Cleveland Institute of Music, or the Cleveland Institute of Art (hereafter all non-university students are referred to as "special student").

Undergraduate Housing Requirement

All full-time, unmarried undergraduate students of the University who do not live with their parents must live in a residence hall and participate in one of the University board plans. The University acknowledges the diverse needs of students and therefore reserves the right to grant permission to live off-campus when it is judged to be in the best interest of the student. Students who seek this permission must receive written approval from Housing. Forms are available in 4 Yost Hall. Students requesting this permission may forfeit their housing deposit as determined by the Director of Housing. Any student who fails to comply with this policy will be subject to University judicial action.

2. ROOM DEPOSIT

No later than the signing of this contract or the occupancy of a residence hall room by the student, the student shall post a $100 room deposit that is held by Housing while the individual remains a student at the University. For incoming students, the deposit is automatically paid from half of the $200 deposit submitted to the Office of Undergraduate Admission when accepted for admission. Housing will post the charge to the student account in cases where it was not paid in advance. The deposit and any NSF charges will also be posted to the student account in the event a deposit check is returned from the bank.

The room deposit may be applied by the University to the payment of past due rent, or to the reimbursement of the University for damage or loss as provided by this contract. In order to receive a refund of the deposit, the student must notify Housing in writing that they will no longer be a student at the University. Students who have not been enrolled for two consecutive semesters and do not notify Housing of their departure will forfeit the deposit at the start of the third semester of non-enrollment. Students who do not live in eligible campus housing during any requested semester will also forfeit the deposit.

3. OCCUPANCY PERIOD

The housing space assigned is available for occupancy during the fall semester from 9:00am on Saturday, August 17, 2002 through 3:00pm on Thursday, December 19, 2002 and the spring semester from 9:00am on Thursday, January 9, 2003 through 3:00pm on Friday, May 9, 2003. For graduating seniors, occupancy ends at noon on Monday, May 19, 2003. The residence halls remain open during the fall, Thanksgiving and spring breaks, although meal plan food service is not available.

The occupancy period may be subject to change by the University based on unforeseen alterations in the academic calendar or for other reasons such as, without limitation by example, an energy crisis. The student agrees to occupy only the room assigned.

ANY STUDENT WHO REMAINS ENROLLED IN THE UNIVERSITY, BUT LEAVES THE RESIDENCE HALLS DURING THE CONTRACT PERIOD WITHOUT A RELEASE FROM THE RESIDENCY REQUIREMENT AND RESIDENCE HALL CONTRACT, CONTINUES TO BE LIABLE FOR THE CHARGES FOR THE FULL ACADEMIC YEAR CONTRACT PERIOD.

Early Arrivals

Written requests to arrive before the occupancy date for the fall semester will only be granted for University orientation activities at the sole discretion of Housing. The room charge for an early arrival is $25 per day. This fee may be waived if the early arrival is for an orientation activity sponsored by a University department that notifies Housing in writing before August 1, 2002.

Late Arrivals

Students must notify Housing if their planned arrival date is later than the first day of classes, Monday, August 26, 2002 (Monday, January 13, 2003 for the spring semester). Failure to do so does not cancel this agreement, but may result in the loss of the assigned room and reassignment to temporary housing.

Late Departures

Written requests to leave after the occupancy date for the spring semester will be granted at the sole discretion of Housing. The room charge for a late departure is $25 per day. This fee may be waived if the late departure is for a commencement activity sponsored by a University department that notifies Housing in writing before May 1, 2003. Unapproved late departures will pay a $25 late-departure fee in addition to room charges. Requests for occupancy after May 19, 2003 will not be granted. Students wishing to remain on campus past this time must participate in the summer housing program.

4. PAYMENT

The student agrees to pay the published room and board charges for the assigned room and meal plan to the Controllers Office together with other registration charges. University students can arrange with the Controllers Office for deferred payment of room and board fees consistent with arrangements for deferred payment of tuition. A special student must pay room charges by check to Housing prior to the beginning of each semester as follows: fall semester payment is due on or before August 15, 2002; spring semester payment is due on or before January 10, 2003. The student shall be responsible for the deposit for the fall semester or for the entire academic year or for that portion which this agreement shall cover except as follows:

Cancellations for Newly Admitted Students

A. Prior to August 1, 2002 (January 10, 2003 if the agreement is initiated for the spring semester) or the date an assignment is made, whichever is later, a newly admitted student that declines admission to the University may cancel this agreement without forfeiture of the room deposit by written request to Housing.

B. From the applicable date in (A) until the first day of classes, the above-mentioned student may cancel this agreement by written request to Housing, but the room deposit will be forfeited.

C. Newly admitted undergraduate students who receive a release from the residence requirement may cancel this agreement with forfeiture of the room deposit as listed in (A) and (B).

Cancellations for Returning Students

A. Prior to the date an assignment is made or room chosen during the room selection process, all returning students that a) will not be enrolled full-time, b) will be participating in an University-sponsored off-campus internship or exchange program, c) receive a medical waiver from the Coordinator of Disability Services, d) are approved to live in a Greek letter house, or e) receive a release from the residency requirement (including commuters) may cancel this agreement by written request to Housing without forfeiture of the room deposit or other penalty;  

B. From the applicable date in (A), a returning student in category (A)(a), (A)(b), or (A)(c) may cancel this agreement by written request to Housing with forfeiture of the room deposit and without other penalty;  

C. From the applicable date in (A), a returning student in category (A)(d) or (A)(e) may not terminate this agreement during the fall semester;  

D. From the applicable date in (A), a student in category (A)(d) or (A)(e) that is granted a release from this contract due to special circumstances or on appeal will forfeit the deposit and be charged a cancellation penalty equal to twenty-percent of the semester room charge;  

E. Any student who is released from this contract for the fall semester and a) receives the release after August 17, 2002, and/or b) checks into the assigned room will forfeit the deposit and be charged $25 per day from August 17, 2002 through the date of release or checkout, whichever is later, in addition to any applicable penalties.

Second Semester Releases

Prior to December 1, 2002, all students that were housed during the fall semester, but for the spring semester a) will not be registered due to January graduation, b) will be participating in an off-campus internship or exchange program, c) receive a release recommendation from the Coordinator of Disability Services, d) receive a medical release due to a new medical condition, e) are approved to live in a Greek letter house, or e) receive a release from the residency requirement (including commuters) may cancel this agreement effective for the spring semester by written request to Housing without forfeiture of the room deposit or other penalty when the room is vacated by December 19, 2002.

B. Prior to December 19, 2002, all students that were housed during the fall semester, but for the spring semester will not be enrolled full-time due to non-registration, part-time registration, separation, withdrawal, or leave of absence may cancel this agreement effective for the spring semester with forfeiture of the room deposit and without other penalty when the room is vacated by December 19, 2002.

C. From the applicable date in (A), a student in category (A)(a), (A)(b), or (A)(c) may cancel this agreement effective for the spring semester with forfeiture of the room deposit and without other penalty when the room is vacated by December 19, 2002.

D. From the applicable date in (A), a student in category (A)(d) or (A)(e) may not terminate this agreement for the spring semester;  

E. From the applicable date in (A), a student in category (A)(d) or (A)(e) that is granted a release from this contract due to special circumstances or on appeal will forfeit the deposit and be charged a cancellation penalty equal to twenty-percent of the semester room charge;  

F. Any student who is released from this contract for the spring semester and does not vacate the assigned room by December 19, 2002, will forfeit the deposit and be charged $25 per day from January 9, 2003 though the date the room is vacated, in addition to any applicable penalties.

Withdrawal, Separation or Leave of Absence

After the first day of classes, students who withdraw, are separated, are ineligible to register or take a leave of absence before the end of the contract period will forfeit their room deposit and are liable for all room charges. A student will be charged a) the daily rate computed to the date of checkout or checkout in absentia by a Housing official, or b) the full semester charge if checkout or checkout in absentia occurs after Sunday, November 3, 2002 for the fall semester or Sunday, March 30, 2003 for the spring semester.

Residents must vacate the residence halls within 48 hours of receiving notification of their status change. Residents who appeal their separation or ineligibility to register will be eligible to remain in housing pending the outcome of the appeal.
5. CONTRACT TERMINATION
ALL CONTRACTS ARE BINDING FOR THE ACADEMIC YEAR OR REMAINING PORTION THEREOF, UNLESS TERMINATED AS PROVIDED HEREIN.

Upon a determination by any of the University's authorized judicial boards or officers that a resident student has violated an applicable standard of conduct (including, but not limited to, the standards contained in this agreement and the Student Services Guide), the University may immediately terminate this contract and expel the student from University residence halls or transfer the student to a room in a different residence hall. In the event that this contract is terminated as a result of such a violation, the room deposit is forfeited, and the student will be responsible for the daily rate through the date of checkout.

Pursuant to Ohio Revised Code Section 3321.031, the University may terminate this contract and require the student to vacate the residence hall unit only upon a determination that the student has violated a provision of this contract or an applicable standard of conduct, except in any case where a student's presence in the residence hall poses an immediate threat to person or property, as determined by Housing personnel, in which case the student may be required to immediately vacate the residence hall unit until a hearing on the matter is held. A determination that the student has violated a provision of this contract or an applicable standard of conduct, except in any case where a student's presence in the residence hall poses an immediate threat to person or property, as determined by Housing personnel, is described in detail in the Student Services Guide, which descriptions are hereby incorporated into this contract.

6. REMAINING OCCUPANTS OF ROOMS WHERE VACANCIES OCCUR
When vacancies occur, the room owners and assignee new occupants to fill those vacancies. In order to accommodate a potential new roommate, the resident of a partially filled room is required to make one set of furnishings available for use and to keep the rest of the room reasonably clean and ready for occupancy. In a partially filled room or suite, Housing may:

- a. allow the resident to find a suitable resident to fill the vacancy;
- b. assign a new resident to fill the vacancy;
- c. allow the existing resident to pay the appropriate single rate only through the current contract period;
- d. reassign the remaining occupants to different accommodations where possible.

7. ASSIGNMENT OF CONTRACT

Each resident must review a room inventory form with a building staff member within 24 hours of occupying the room. This Housing form, countersigned by a Housing representative, is the basis for an assessment of any damage or loss attributable to the residents at the termination of the occupancy period. Failure to review and sign the form will result in the student assuming responsibility for all damages in the room. A copy of the inventory form will be provided for the student's records.

8. CHECK-IN REQUIREMENTS

At the termination of the occupancy period, each student must complete the checkout procedure. A proper checkout consists of:

- a. removal of personal belongings and refuse so the room is as clean as it was at the time of check-in;
- b. returning bunkable or loftable furniture to its original state at the time of check-in;
- c. making in advance and keeping a checkout appointment with a building staff member;
- d. reviewing the room condition as recorded on the room inventory form with the student and obtaining a signature to the form;
- e. making sure all keys for the room, suite, or building are with the staff member.

A copy of the inventory form will be provided for the student's records and serves as a record of the official checkout and a receipt in, c) making in advance and keeping a checkout appointment with a building staff member, d) reviewing the room condition as recorded on the room inventory form with the student and obtaining a signature to the form, b) restoring bunkable or loftable furniture to its original state at the time of check-in, e) signing the room inventory form, f) turning in all keys for the room, suite, or building to the staff member. Failure to complete the proper checkout procedure will result in an improper checkout fee of $25 being applied in addition to any lost key and room charges that may accrue until the room is inspected in absentia by a staff member.

9. ROOM CHANGES

Students may request to change rooms during the first two or last two weeks of each semester. During the remainder of the semester, students may move only after receiving the recommendation of their Resident Director and written approval from Housing. Students that do not complete a room change within three days of its initiation will be charged the daily rate for both rooms for the entire duration of the change.

10. RESPONSIBILITIES FOR ROOM USE

Each residence hall bedroom contains a bed, a desk, chair, drawer and closet space, a CWRUnet faceplate and window treatment. Students must provide their own linens, including pillows and blankets, and paper towels, bed bugs and Voyance for fire, water, steam, insufficient heat, the elements or actions of third persons.

Residents are responsible for room cleaning, regular waste removal and maintaining satisfactory sanitation and life safety standards as determined by Housing. Building service workers clean the lounges, suite common areas, corridors and bathrooms in each residence hall. These common areas are also inspected on a regular basis by the Housing maintenance staff to identify routine maintenance concerns.

12. DAMAGE OR LOSS

Students are liable and responsible for any damage or loss to their room or room furnishings and for any other damage or loss they cause to any part of the residence halls. Damage or loss must be reported promptly to Housing. Charges for additional cleaning, removal of personal property, or for any loss or damage caused by the resident to residents of nearby emergency, evacuation or rehousing facilities in the event of a student's presence in the residence hall poses an immediate threat to person or property, as determined by Housing personnel, in which case the student may be required to immediately vacate the residence hall unit until a hearing on the matter is held. Determination that the student has violated a provision of this contract or an applicable standard of conduct, except in any case where a student's presence in the residence hall poses an immediate threat to person or property, as determined by Housing personnel, is described in detail in the Student Services Guide, which descriptions are hereby incorporated into this contract.

13. BOARD

The board calendar is based on the University's undergraduate calendar. Meals are not served in the dining commons during scheduled breaks and there is no charge for them. No credit is given for meals missed when dining commons are open. Dining is the first meal served when the units open at the beginning of the semester or after a break. Lunch is the last meal served before any break. Schedules will be posted at each location. A valid CWRU ID card is required for access to the dining commons and to use the meal plans. Meal plans are non-transferable and are only to be used by the student in this agreement. Loaning of an ID card may result in seizure of the card. Items are not permitted to be carried out of the dining commons.