RESIDENCE HALL AGREEMENT
UNDERGRADUATE HOUSING
2003 – 2004

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, the University will permit the student to occupy for residential and academic purposes a unit in a residence hall designated by the University.

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 compelling event without prorating the room deposit by written request to Housing.

Requests for occupancy past the last day of the semester for the 2003 – 2004 year will not be granted. Students wishing to remain on campus past this date 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 Bursar’s Office together with other registration charges. University students can arrange with the Bursar’s Office for deferred payment of room and board fees consistent with arrangements for tuition. A special student may be granted extensions of time to check in to Housing prior to the beginning of each semester as follows: fall semester payment is due on or before August 15, 2003; spring semester payment is due on or before January 10, 2004.

Students who receive a room release from the residency requirement may cancel this agreement with forfeiture of the room deposit as listed in (A) and (B).

Cancellations for Returning Students
A. 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 release recommendation from the Coordinator of Disability Services, d) are approved by the Office of Greek Life 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 forfeit of the room deposit or other penalty.
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.
C. Newly admitted undergraduate students who receive a release from the residency requirement may cancel this agreement with forfeiture of the room deposit listed in (A) and (B).

Second Semester Releases
A. To the date an assignment is made or room chosen during the fall semester, all students who were housed during the fall semester, but for the spring semester a) will not be enrolled due to non-registration or part-time registration, or b) will be participating in an University-sponsored off-campus internship or exchange program, c) receive a release recommendation from the Coordinator of Disability Services, or d) are approved by the Office of Greek Life to live in a Greek letter house, or e) receive a release from the residency requirement (including commuters) may cancel this agreement for the spring semester with forfeit of the room deposit and without other penalty by written request to Housing when the room is vacated by December 18, 2003.
B. Prior to December 18, 2003, all students who were housed during the fall semester, but for the spring semester receive a release from the residency requirement (including commuters) may cancel this agreement for the spring semester by written request to Housing with forfeit of the room deposit and without other penalty by written request to Housing when the room is vacated by December 18, 2003.
C. Prior to December 18, 2003, all students who 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 for the spring semester with forfeit of the room deposit and without other penalty by written request to Housing when the room is vacated by December 18, 2003.
D. From the applicable date in (A), a student in category (A)(a), (A)(b), or (A)(c) may cancel this agreement for the spring semester with forfeit of the room deposit and without other penalty by written request to Housing when the room is vacated by December 18, 2003.
E. From the applicable date in (A) or (B), a student in category (A)(d) or (A)(e) may not terminate this agreement before the date listed in (A) or (B).
F. From the applicable date in (A) or (B), a student in category (A)(d) or (A)(e) may not terminate this agreement before the date listed in (A) or (B). A special student may pay room charges for the fall semester and cannot receive a release from the residency requirement (including commuters).
G. A student who is released from this contract for the spring semester and does not vacate the assigned room by December 18, 2003 will forfeit the deposit and be charged $25 per day from December 18, 2003 through the date of release, successful appeal, or checklist, whichever is later, in addition to any applicable penalties.

Withdrawal, Separation or Leave of Absence
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 and will be charged a) the daily rate computed to the date of checkout or in absentia a) the housing fee or b) the full semester charge if checkout or in absentia occurs after Sunday, November 2, 2003 for the fall semester or Sunday, March 28, 2004 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 REMAIN IN FORCE UNTIL 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 the Housing Policies and Procedures Guide, the University may immediately terminate this contract and expel the student from University housing facilities 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 5121.01, 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 the 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 vacate the residence hall unit until a hearing is held. A determination that the student has violated a provision of this contract or violated an applicable standard of conduct may be made only after the student has been given written notice of the alleged violation. The student will be given a Notice of Violation and procedures, and the University's judicial boards and officers authorized to make foregoing determinations, are described in detail in the Student Services Guide, which descriptions are hereby incorporated into this contract.

6. REPOSESSION BY THE UNIVERSITY

The University reserves the right to repossess student rooms and residence hall facility in the event of an epidemic or other emergency.

7. LIABILITY

In the event of damage by fire, water, steam, or other agents that render a room wholly unfit for occupancy, the University reserves the right to rearrange the student's accommodations to a suitable alternate University housing accommodations. If alternate quarters are not available, the housing agreement may be terminated.

The University shall not be liable, directly or indirectly, for loss of or damage to any article of personal property anywhere on the premises caused by fire, water, steam, insufficient heat, the elements or actions of third persons.

Personal property of students is not covered by University insurance. Students should carry their own insurance protection against loss or damage to their personal property.

8. RENOVATIONS AND MAINTENANCE PROJECTS

It is common for the University to undertake residence hall refurbishing and renovation projects while students are in residence; the continued use of facilities during this type of construction period is required. In some instances, building or room renovation may be required. Reassignment to another room or residence is usually justified. Under no other reason is grounds for release from this agreement, for reimbursement of moving expenses or for any other release.

9. ASSIGNMENT OF CONTRACT

Students are prohibited from taking a roommate or assigning, leasing, licensing or in any other manner transferring their interest in this license agreement or permitting any part of their room or suite to be shared by persons not duly assigned by the University.

10. REMAINING OCCUPANTS OF ROOMS WHERE VACANCIES OCCUR

When vacancies occur, the University reserves the right to show rooms and assign 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 clear and ready for occupancy. In a partially filled room or suite, Housing may, at its sole discretion:

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, or;

d. reassess the remaining occupants(s) to different accommodations.

11. CHECK-IN REQUIREMENTS

Each student must check in at the office area before occupying the room. At that time, building and room access will be arranged by the office using key or card access as appropriate for the assignment. The student is required to show new a room inventory form with a building staff member within twenty-four hours of this check-in. This form, when countersigned by a Housing representative, is the basis for 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 full responsibility for all damages in the room. A copy of the inventory form will be provided for the student's records.

During the drop/add period each semester, Housing conducts a census to ensure that all residents are living in their assigned rooms. All residents are required to verify the information recorded on the inventory form and will be required to sign the census for a record of their occupancy at the start of each semester.

12. CHECKOUT 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 refund the room as is 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 with the staff member, e) signing the room inventory form and f) returning all keys for the room, suite, or building to 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 for keys remitted to the staff inventory form with a building staff member within twenty-four hours of this check-in. 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.

13. ROOM CHANGES

Students may 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.

14. RESPONSIBILITIES FOR ROOM USE

Each residence hall bedroom contains a bed, a desk, chair, dresser and closet space, a network access faceplate and window treatment. Students must provide their own linens, including pillows and blankets, task lighting and telephone. Students may not move furnishing from one residence hall room to another. It is the responsibility of students to secure all keys and CWRU ID cards. The transfer of an ID and/or keys to another individual is prohibited.

15. DAMAGE OR LOSS

Students are liable and responsible for any damage or loss to their room or room furnishings and for any loss or damage caused by 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 residents will be billed to residents of rooms/suites. The University reserves the right to hold all students of a floor or an entire residence hall for public area damage.

16. TELEPHONE & CABLE

Once checkout materials are processed, a notice of final charges for the semester will be emailed to any student who was assessed additional fees or damage charges. The notification will be sent to the student's CWRU electronic mail account. It is the student's responsibility to have mail to this address forwarded to an alternate address for the student. Additionally, a copy of all charges on the Housing web site (http://housing.cwru.edu/myhousing). A student has fifteen days to appeal disputable charges in writing as described in the notice.

17. AIR CONDITIONERS

The Office of Housing and Residence Life establishes special program floors and buildings (i.e. first-year residence halls, Scholars House, group housing, coeducational suites) to accommodate the diverse needs of the student population. Students assigned to a space falling under one or more of these programs agree to follow established community standards and additional policies and procedures related to that program.

18. SMOKE-FREE RESIDENCE HALLS

Smoking is prohibited in public areas (lounges, bathrooms, hallways, stairwells, balconies) of all residence halls and in all common buildings. Smoking is also prohibited in individual rooms and suites of residence halls that are designated “smoke-free”.

19. SPECIAL PROGRAMS

The Office of Housing and Residence Life establishes special program floors and buildings (i.e. first-year residence halls, Scholars House, group housing, coeducational suites) to accommodate the diverse needs of the student population. Students assigned to a space falling under one or more of these programs agree to follow established community standards and additional policies and procedures related to that program.

20. 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 the dining commons are open. Dinner 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.

Meal Plan Selection

The meal plan is selected on the housing application. Freshman must select either the Flex 19 or Flex 17 plan. The plan can only be changed through the end of the drop/add period each semester. Forms are available upon request from Access Services (18 Crawford Hall, 216-368-2724, mealplan@cwru.edu). CWRUcash points and meals used will be subtracted from the new plan or billed to student accounts.

Meal Plan Exemptions

All undergraduate students living in University-operated housing are required to be on a meal plan unless they express an exemption. Procedures for exemption are available upon request from Access Services (18 Crawford Hall, 216-368-2724, mealplan@cwru.edu). CWRUcash points and meals used will be subtracted from the new plan or billed to student accounts.

CWRUcash Account

Each meal plan includes a fixed number of points which are deposited into the student’s CWRUcash dining account. CWRUcash dining points may be used to purchase items sold at all CWRU food service locations and selected University Circle and area merchants. Unused dining points can be carried over from the fall to the spring semester, but dining points expire at the end of the last scheduled meal of the spring semester.

CWRUcash points that do not expire may be purchased in fixed increments each semester in conjunction with a meal plan, at any time through the CWRU card (http://www.cwru.edu) web site or valued transfer stations located on campus. These CWRUcash points may be used for purchases at the University Bookstore in addition to the locations listed above.

Items purchased with CWRU cash or CWRUcash dining points will be subject to sales tax, where applicable. The University reserves the right to add or remove vendors permitted to accept CWRUcash and/or CWRUcash dining points throughout the contract period in response to merchant requests, changes in University policy or services, or applicable laws. The CWRU cash account is not a bank account. Overdrafting is not permitted and no interest will be paid on the account balance. CWRUcash accounts may be closed at the end of the academic year upon the student’s written request. All refunds are of full value of unused non-dining points minus a $10 processing fee. Accounts that remain dormant for one calendar year will be closed and the balance forfeited.

Electronic account statements can be obtained at the CWRU card web site (http://www.cwru.edu) using an Internet-connected computer running Internet Explorer 5.0, Netscape 4.7, or newer with at least 544 Kbps Internet connection. The student consents to receive electronic account statements. Paper statements may be obtained from Access Services (18 Crawford Hall, 216-368-2724, access@cwru.edu) for $1 each.

Electronic account statements may be sent to third parties about the student’s CWRUcash account only (to comply with court orders or other applicable laws, b) when the account holder gives written permission, c) to determine if the student’s account has been charged or refunded properly by a vendor, or d) to reconcile sales and reimbursements.

A full statement of account terms and conditions may be obtained from Access Services (18 Crawford Hall, 216-368-2724) or online (http://cwru.edu). By depositing money into a CWRUcash account or selecting a meal plan, the student accepts the terms and conditions of the program.