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 Case Western Reserve University Office of Housing, Residence Life & Greek Life ("Housing").

The student agrees to accept any accommodations assigned, agrees that he or she has no right or entitlement to occupy or select any particular room or location under this agreement, and agrees that the University may reassign the student to a different room or residence hall at Housing’s sole discretion.

The parties do not intend this document to create any leasehold or other estate or rights in 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 Handbook for Undergraduate Students, copies of which are available from the Office of Student Affairs (110 Adelbert Hall, 216-368-2020, ofsa@case.edu).

The student’s signature on a housing application form or online acceptance during completion of a housing contract or application form binds the student to this Residence Hall Agreement and signifies that that student has received, read and agrees to abide by all terms, conditions and policies contained in this agreement, the applicable portions of the Handbook for Undergraduate Students, and the CaseCard Terms and Conditions. Copies of this agreement may be obtained from Housing (4 Yost Hall, 216-368-3780, housing@case.edu) or via the Housing web site (http://housing.case.edu/docs/). A copy of the CaseCard Terms and Conditions can be obtained from Access Services (8 Crawford Hall, 216-368-2273) or online (http://www.caseonecard.com).

RESIDENCE HALL AGREEMENTS ARE BINDING FOR THE ACADEMIC YEAR (AS DEFINED BY THE UNIVERSITY REGISTRAR) OR REMAINING PORTION THEREOF, WHEN AN APPLICATION IS 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 an undergraduate student at the University, 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 individual student. Students who seek this permission must apply to Housing. Forms are available in 4 Yost Hall. Any student who fails to comply with this policy will be subject to University judicial action.

2. OCCUPANCY PERIOD

The housing space assigned is available for occupancy during the fall semester from 9:00am on Sunday, August 15, 2004 for returning students to Tuesday, August 17, 2004 for new students through 3:00pm on Wednesday, August 18, 2004 for returning students to 3:00pm on Thursday, August 19, 2004 for new students. The housing space is available for occupancy during the spring semester from 9:00am on Thursday, January 5, 2005 through 3:00pm on Friday, May 6, 2005. For graduating seniors, occupancy ends at noon on Monday, May 16, 2005. 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 year 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 AGREEMENT, 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, 2004.

Late Departures

The student must notify Housing if their planned arrival date is later than the first day of classes, Monday, August 23, 2004 (Monday, January 10, 2005 for the spring semester). Failure to do so does not cancel this agreement, but may result in the loss of any assigned room and reassignment into 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, 2005. Unapproved late departures will pay a $25 late-departure fee in addition to room charges.

Requests for occupancy after May 16, 2005 will not be granted. Students wishing to remain on campus past this date must participate in the summer housing program. Details of this program are available online at http://housing.case.edu/summer.

3. 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 other 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, 2004; spring semester payment is due on or before January 10, 2005.

The student shall be responsible for room charges 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 18, 2004 (January 5, 2005 if the agreement is initiated for the spring semester) the date an assignment is made, is otherwise, a daily room charge of $25 per day will apply.

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 a 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 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 payment of a $100 cancellation fee 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 returning student in category (A)(d) or (A)(e) that is granted a release from this contract on appeal will 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 15, 2004, and/or b) checks into the assigned room will be charged $25 per day from August 15, 2004 through the date of release, successful appeal, or checkout, whichever is later, in addition to any other applicable penalties.

Second Semester Releases

A. Prior to December 1, 2004, all students who 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 a 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 may cancel this agreement for the spring semester by written request to Housing without penalty when the room is vacated by December 16, 2004.

B. Prior to December 1, 2004, 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 payment of a $100 cancellation fee and without other penalty when the room is vacated by December 16, 2004.

C. Prior to December 16, 2004, 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 other reasons. Residents who appeal their separation may cancel this agreement for the spring semester with payment of a $100 cancellation fee and without other penalty by written request to Housing when the room is vacated by December 16, 2004.

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 payment of a $100 cancellation fee and without other penalty when the room is vacated by December 16, 2004.

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

F. From the applicable date in (A) or (B), a student in category (A)(d) or (B) that is granted a termination of this contract will be charged a cancellation penalty equal to twenty-percent of the semester room charge.

G. Any student who is released from this contract for the spring semester and does not vacate the assigned room by December 16, 2004 will forfeit the deposit and be charged $25 per day from January 6, 2005 though the date the room is vacated, in addition to any other 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 are liable for and will be charged a) the daily rate computed to the date of checkout or checkout in absentia occurs after Sunday, October 31, 2004 for the fall semester or Sunday, March 27, 2005 for the spring semester.

Residents must vacate the residence halls within 48 hours of receiving notification of their status change from the appropriate department. Residents who appeal their separation or ineligibility to register will be eligible to remain in housing pending the outcome of the appeal. Room charges will accrue during this period.
4. CONTRACT TERMINATION
   All contracts are binding for the academic year or remaining portion they cover, 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 the Handbook for Undergraduate Students), the University may immediately terminate this contract and the student may be required to vacate the residence hall unit or space within twenty-four hours of the date of written notice. Housing, in its sole discretion, may waive the twenty-four-hour notice requirement for exceptional circumstances.

5. REPOSSESSION BY THE UNIVERSITY
   The University reserves the right to repossess student rooms and residence hall facilities in the event of an epidemic or other emergency.

6. 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 require the student to vacate the room and remit for the daily rate through the date of checkout.

7. RENOVATIONS AND MAINTENANCE PROJECTS
   It is sometimes necessary to make changes to student room furnishings and renovation projects while students are in residence. If the continued use of facilities during this type of construction is required, the University reserves the right to require students to vacate the room for the daily rate through the date of checkout.

8. 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 Housing.

9. 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 sign a new agreement that is available from Housing and to keep the rest of the room reasonably clean and ready for occupancy. In a fully partitioned room or suite, Housing, at its sole discretion, may require the existing resident to fill the vacancy.

10. CHECK-IN REQUIREMENTS
    The student must check in at the area office before occupying a 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 must also review a room inventory form with a building staff member.

11. CHECKOUT REQUIREMENTS
    At the termination of the occupancy period, the student must complete the checkout procedure. A proper checkout consists of a) removal of personal belongings and release the room as clean as it was at the time of check-in, b) restocking 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 student member, e) signing the room inventory form, and f) turning in 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 returned to the staff member.

12. ROOM CHANGES
    Students may not 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 building director or area coordinator and written approval from Housing. Students that do not complete a room change (by checking out of the old room) within thirty days of its initiation will be charged the daily rate for both rooms for the entire duration of the change.

13. RESPONSIBILITIES FOR ROOM USE
    Each residence hall bedroom contains a bed, a desk, chair, drawer and closet space, a network access point, a in-room 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.

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

15. TELEPHONE & CABLE
   Students are responsible for obtaining local telephone and basic cable television services at no additional charge.

16. AIR CONDITIONERS
   Installation and use of any University-supplied air conditioning equipment is prohibited.

17. SMOKE-FREE ENVIRONMENT
   Smoking is prohibited in the 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 most residence halls, except those that are specifically designated for smoking when the roommates(s) or roommates do not object.

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

19. BOARD
   The board calendar is based on the University's undergraduate academic 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 that are not consumed. Dining point accounts will automatically be carried over for the fall semester only. Dining point accounts will not be carried over from the fall to the spring semester. The University reserves the right to discontinue the meal plan at any time during the term of these agreements. Meal plans are non-transferable and are only to be used by the student in this agreement. Items are not permitted to be carried out of the dining commons.

20. CANCELLATION OF THE MEAL PLAN
   All students who are released from the housing agreement under the terms in Section 3 or are granted a release from the meal plan are liable for and will be charged $31.50 per day from the first day of resident dining through the date of release or the date the plan is last used, whichever is later. For meal plans that include dining points, the student will be charged for all of the points that have been spent. No refunds will be given for unused portions of cancelled meal plans or dining plans after dates posted. Forms are available upon request from Access Services (181 Crawford Hall, 216-368-2273, mealplans@case.edu) or from the Dining Services website (http://www.case.edu/diningservices).

21. CaseCash Account
   CaseCash accounts may be purchased each semester as a supplement to the meal plan, and at any time through the CaseCard (http://www.caseonecard.com) website or value transfer station located on campus. CaseCash does not expire and may be used for purchases at participating Case and area food and non-food merchants, including the University Bookstore.

22. Meal Plan Change
   The meal plan is selected on the housing application. Freshman must select the 19 meal + 75 point or 17 meal + 150 point meal plan. Meal plans may be changed only through the end of the drop/add period each semester. Forms are available upon request from Access Services (18 Crawford Hall, 216-368-2273, mealplans@case.edu) or from the Dining Services website (http://www.case.edu/diningservices).

23. Cancellation of the Meal Plan
   All students who are released from the housing agreement under the terms in Section 3 or are granted a release from the meal plan are liable for and will be charged $31.50 per day from the first day of resident dining through the date of release or the date the plan is last used, whichever is later. For meal plans that include dining points, the student will be charged for all of the points that have been spent. No refunds will be given for unused portions of cancelled meal plans or dining plans after dates posted. Forms are available upon request from Access Services (18 Crawford Hall, 216-368-2273, mealplans@case.edu) or from the Dining Services website (http://www.case.edu/diningservices).

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27. Cancellation of the Meal Plan
   All students who are released from the housing agreement under the terms in Section 3 or are granted a release from the meal plan are liable for and will be charged $31.50 per day from the first day of resident dining through the date of release or the date the plan is last used, whichever is later. For meal plans that include dining points, the student will be charged for all of the points that have been spent. No refunds will be given for unused portions of cancelled meal plans or dining plans after dates posted. Forms are available upon request from Access Services (18 Crawford Hall, 216-368-2273, mealplans@case.edu) or from the Dining Services website (http://www.case.edu/diningservices).

28. Cancellation of the Meal Plan
   All students who are released from the housing agreement under the terms in Section 3 or are granted a release from the meal plan are liable for and will be charged $31.50 per day from the first day of resident dining through the date of release or the date the plan is last used, whichever is later. For meal plans that include dining points, the student will be charged for all of the points that have been spent. No refunds will be given for unused portions of cancelled meal plans or dining plans after dates posted. Forms are available upon request from Access Services (18 Crawford Hall, 216-368-2273, mealplans@case.edu) or from the Dining Services website (http://www.case.edu/diningservices).

29. Cancellation of the Meal Plan
   All students who are released from the housing agreement under the terms in Section 3 or are granted a release from the meal plan are liable for and will be charged $31.50 per day from the first day of resident dining through the date of release or the date the plan is last used, whichever is later. For meal plans that include dining points, the student will be charged for all of the points that have been spent. No refunds will be given for unused portions of cancelled meal plans or dining plans after dates posted. Forms are available upon request from Access Services (18 Crawford Hall, 216-368-2273, mealplans@case.edu) or from the Dining Services website (http://www.case.edu/diningservices).

30. Cancellation of the Meal Plan
   All students who are released from the housing agreement under the terms in Section 3 or are granted a release from the meal plan are liable for and will be charged $31.50 per day from the first day of resident dining through the date of release or the date the plan is last used, whichever is later. For meal plans that include dining points, the student will be charged for all of the points that have been spent. No refunds will be given for unused portions of cancelled meal plans or dining plans after dates posted. Forms are available upon request from Access Services (18 Crawford Hall, 216-368-2273, mealplans@case.edu) or from the Dining Services website (http://www.case.edu/diningservices).

31. Cancellation of the Meal Plan
   All students who are released from the housing agreement under the terms in Section 3 or are granted a release from the meal plan are liable for and will be charged $31.50 per day from the first day of resident dining through the date of release or the date the plan is last used, whichever is later. For meal plans that include dining points, the student will be charged for all of the points that have been spent. No refunds will be given for unused portions of cancelled meal plans or dining plans after dates posted. Forms are available upon request from Access Services (18 Crawford Hall, 216-368-2273, mealplans@case.edu) or from the Dining Services website (http://www.case.edu/diningservices).