RESIDENCE HALL AGREEMENT
UNDERGRADUATE HOUSING
2005 – 2006

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 Handbook for Undergraduate Students (hereby incorporated in this agreement). In the event of any inconsistency between this agreement and the Handbook for Undergraduate Students, the terms of this agreement will prevail. Subject to the terms, conditions, and provisions prescribed in this agreement, the student agrees 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, agree to the terms and conditions of this agreement, book an early arrival or use the room or residence hall at Housing’s sole discretion.

3. PAYMENT

The student agrees to pay the published room and board charges for the assigned room and meal plan to the Housing office together with the registration fees for the academic year. University students can arrange with the Bursar’s Office for deferred payment of room and board fees consistent with arrangements for the deferred payment of tuition. A special student must pay room charges by check to Housing prior to the beginning of each semester. Failure to do so will result in the student being charged the full semester room charge that is due on or before August 21, 2005; spring semester payment is due on or before January 17, 2006.

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 1, 2005 (January 18, 2006 if the agreement is initiated for the spring semester) or the date an assignment is made, whichever is later, a newly admitted student who a) declines admission to the University or b) receives a release from the residency requirement may cancel this agreement by written request to Housing without penalty;
B. From the applicable date in (A), a new student in category (A) (a) 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 new student in category (A) (b) may not cancel this agreement during the fall semester;
D. From the applicable date in (A) (b), a new student 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 and receives the release after the first date of occupancy and/or b) checks into the assigned room, or c) checks into the assigned room by written request to Housing without any from the first date of occupancy through the date of release, successful appeal, or checkout, whichever is later, in addition to any other applicable penalties.

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 21, 2005, and/or b) checks into the assigned room will be charged $25 per day from August 21, 2005 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 22, 2005, all students who were housed during the fall semester, but for the spring semester (a) will not be registered by the student or (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 due to a new medical condition, or (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 22, 2005.
B. 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 22, 2005.
C. Prior to December 22, 2005, 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 payment of $a $100 cancellation fee and without other penalty when the room is vacated by December 22, 2005.
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 of a $100 cancellation fee and without other penalty when the room is vacated by December 22, 2005.
E. From the applicable date in (A) or (B), a student in category (A)(d) or (B) 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 release from 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 22, 2005 will forfeit the deposit and be charged $25 per day from January 12, 2006 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 by a Housing official, or b) the full semester charge if checkout or checkout in absentia occurs after Sunday, November 6, 2005 for the fall semester or Sunday, April 2, 2006 for the spring semester.

Residents must vacate the residence halls within 48 hours of receiving notification of their status. Charges for the remainder of the housing contract will be charged to the student. Students who appeal their separation or inability 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 COULD IMPLY, 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 Handbook for Undergraduate Students), 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 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 and is not in compliance with 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 determination is made as to whether the student has violated the provision.

A determination that the student has violated a provision of this contract and of applicable standards of conduct may be made by the following actions:

- a. 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 student will be responsible for the daily rate through the date of checkout.
- b. restoring bunkable or loftable furniture to its original state at the time of check-in.
- c. to determine if the student’s account has been charged or refunded properly by a vendor, or d) to reconcile sales and reimbursements.
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- e. the student to a different residence hall.

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 provided 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 within twenty-four hours of this check-in. This form, when countersigned by a Housing representative, is the basis for assessment of damages in the room. Should any damage be found, the student will be billed for the repairs. During the drop/add period each semester, Housing conducts a census to ensure that all residents are living in their assigned rooms. The student is required to verify the information recorded and sign the census for a record of occupancy at the start of each semester.

11. CHECKOUT REQUIREMENTS

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

- a) completing a personal belongings and release the room as is as it was at the time of check-in, b) restoring 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 receipt for any keys returned to the staff member.

Failure to complete the proper checkout procedure will result in an improper checkout fee of $25 in addition to any lost key or room furnish. The room is inspected in absence of a 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 coordinator and written approval from Housing. Students that do not complete a room change (by checking out of the current room) within three days of its initiation will be charged the daily rate for both rooms for the entire occupancy period.

13. RESPONSIBILITIES FOR ROOM USE

Each residence hall bedroom contains a bed, desk, chair, drawer and closet space, a network access faceplate and window treatment. Students must provide their own linens, including pillows and blankets, for their own use. Students may not use University furniture from one room in another. It is the responsibility of residents to secure all keys and Case ID cards. The transfer of an ID and/or keys to another individual is prohibited.

Housing recognizes students’ right to privacy in their assigned room. However, authorized University officials may enter a student’s room for inspection or maintenance after reasonable notice or in case of emergency. Staff members are required to identify themselves prior to entering a room.

Residents are responsible for maintaining satisfactory sanitation and life safety standards as determined by Housing. Building service workers clean the lounges, suite/apartment 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 cost or loss they incur. If a room or room furnishings are involved in a loss or a property, the student will be billed for the cost of replacing the damaged or lost items.

Discretion to charge damages or make deductions for any loss or damage will rest with the University. The University reserves the right to bill all residents of a floor or an entire residence hall for public area damage.

Damage Appeals

Students may appeal damages assessed in writing as described in the notice.

15. TELEPHONE & CABLE

The University provides local telephone and basic cable television services at no additional charge.

16. AIR CONDITIONERS

Installation and use of non-University-supplied air conditioners equipment is prohibited.

Air conditioners may be requested subject to medical verification and approval from the Coordinator of Disability Services (105 Kelvin Smith Library, 216-368-5230, disability@samail.case.edu). If a room equipped with air conditioning is available, the student will be assigned to one of these spaces, otherwise a new unit will be installed. New units will not be installed in the current assignment if the accommodation can be met through a change of assignment. A $250 per semester surcharge applies to any student requesting an air-conditioned room.

17. SMOKE-FREE ENVIRONMENT

Smoking is prohibited in all residence halls and common areas. This includes individual rooms as well as the public areas (lounges, bathrooms, hallways, stairwells, balconies).

18. SPECIAL PROGRAMS

Housing establishes special program floors and buildings (i.e. residential experiences, theme housing, 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.

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 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 Case 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. Items are not permitted to be carried out of the dining commons.

Meal Plan Selection

The meal plan is selected on the housing application. Meal plan options may include a fixed number of dining points or CaseCash which is deposited into the appropriate individual account. First year students must select the 19 meal + 75 dining points or CaseCash) or 17 meal + 150 dining points or CaseCash) plan. Meal plans can 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, mealplan@case.edu) or via the Dining Services website (http://www.case.edu/dining/services).

Dining Point Account

Dining points may be used to purchase items sold at all Case food service locations. 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.

CaseCash Account

CaseCash does not expire and may be used for purchases at participating Case and area food and non-food merchants, including the University Bookstore. Additional CaseCash may also be purchased each semester and at any time through the CaseCard (http://www.casestore.com) site web site or vendor transfer stations located on campus.

The CaseCash account is not a bank account. Overdrafting is not permitted and no interest will be paid on the account balance. CaseCash accounts may be closed at the end of the academic year upon the student's request. All refunds are of full value of unused CaseCash 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 CaseCard web site (http://www.casestore.com) using an Internet Explorer or a Netscape Navigator 4.0, 5.0 or newer with at least 64-bit encryption. The student consents to receive electronic statements. Paper statements may be obtained from Access Services (18 Crawford Hall, 216-368-2273, access@case.edu) for $1 each.

The University will disclosure information to third parties about the student's CaseCash account only a) 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.

Items purchased with CaseCash or dining points will be subject to sales tax, where applicable. If the student has both dining points and CaseCash available, funds will automatically be withdrawn from the dining points account first, whenever possible. The University reserves the right to add or remove merchants permitted to accept CaseCash and/or dining points throughout the contract period in response to merchant requests, changes in University policies or services, or applicable laws.

Meal Plan Exemptions

All undergraduate students living in University-operated housing, with the exception of upperclassman living in on-campus apartments, are required to be on a meal plan unless they have received an exemption. Procedures for exemption are available upon request from Access Services (18 Crawford Hall, 216-368-2273, mealplan@case.edu) or online. Except for medical emergencies, meal plan exemptions will not be granted after the drop/add period ends each semester. Individuals with special dietary needs should contact Campus Dining Services (216-368-6245).

Cancellation of the Meal Plan

All students who are released from the housing agreement under the terms in Section 3 or agree to a release from the meal plan are liable for prorated charges from the first day of residential dining through the date of release or the date the plan is last used, whichever is later. For meal plans that include dining points or CaseCash, the student will also be charged for amounts spent. No refunds will be given for unused portions of cancelled meal plans or dining points after Friday, November 4, 2005 for the fall semester or Saturday, March 24, 2006 for the spring semester.