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 any rights granted in this agreement, the University will provide occupancy 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 and shall not have any right or entitlement to occupy or select any particular room under this contract, and agrees that the University may reassigned the student to a different room or residence hall at Housing’s sole discretion.

The parties do not intend by this agreement 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 a different location within the campus student 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, ofiaa@case.edu). The student's signature on 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 the student has received, read and agrees to abide by all conditions, terms and policies contained in this agreement or any applicable portions of the Handbook for Undergraduate Students and the Contract 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 CaseCash Terms and Occupancy can be obtained from Access Service (18 Crawfurd Hall, 216-368-2273) or online (http://www.casenotecard.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-undergraduate students are referred to as “special student”).

Undergraduate Housing Requirement
All-time, full-time, non-transfer undergraduate students of the University who do not live at a parent’s permanent residence within 40 miles of the university must live in a residence hall and participate in one of the University board plans for the first two years of enrollment. The University acknowledges the diverse needs of students and therefore reserves the right to grant requests to live off-campus when it is judged to be in the best interest of the individual student. Students who seek this permission must receive written approval from 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 student may occupy the assigned room during the time period listed for the specific program in this section. 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.


A. Undergraduate Housing Requirement

- The student must notify Housing if the student’s planned arrival date is later than the first day of occupancy.
- Written requests to arrive before the occupancy date for the fall semester will only be granted for students who a) are 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) who a) declines admission to the University or b) receives a release from the residency requirement.
- 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 early arrival is for a commencement activity sponsored by a University department that notifies Housing in writing before April 1, 2007. Unapproved late departures will pay a $25 late departure fee in addition to daily room charges.
- Requests for occupancy after May 21, 2007 will not be granted. Students wishing to remain on campus past this date must participate in the summer student 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 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 as follows: fall semester payment is due on or before August 20, 2006, spring semester payment is due on or before January 16, 2007. The student shall be responsible for room charges for the entire academic year or for that portion which this agreement shall cover. Room charges are calculated as follows:

- Late Arrivals
University department that notifies Housing in writing before August 1, 2007, and agrees that the University may reassigned the student to a different room or residence hall at Housing’s sole discretion.

- 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 a different location within the campus student 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, ofiaa@case.edu). The student's signature on 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 the student has received, read and agrees to abide by all conditions, terms and policies contained in this agreement or any applicable portions of the Handbook for Undergraduate Students and the Contract 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 CaseCash Terms and Occupancy can be obtained from Access Service (18 Crawfurd Hall, 216-368-2273) or online (http://www.casenotecard.com).
4. CONTRACT TERMINATION
ALL CONTRACTS ARE BINDING FOR THE ACADEMIC YEAR OR REMAINING PORTION THEY COVER."