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 reserved rights contained in this agreement, the University offers residential and academic accommodations to eligible students. The University reserves the right to make changes to the terms and conditions of residence hall agreements at any time, for any reason, at its 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 organization housing shall not be considered housing for purposes of this Agreement. In the event of any inconsistency between this agreement and the Handbook for Undergraduate Students, the terms of this agreement will prevail. The student agrees to occupy only the room assigned, agrees that he or she has no right or entitlement to occupy or select any particular room under this contract, and agrees that the University may reassign the student to a different room or residence hall at Housing's sole discretion.

1. ELIGIBILITY
   To be eligible for residence in University residence halls, a person must be currently registered as an undergraduate or graduate 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"). University graduate and professional students renewing this agreement from the previous year are also eligible.

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.

   Any student who REMOVES THE HANDBOOK FOR UNDERGRADUATE STUDENTS, AND THE CARD/TAGS AND CONDITIONS TO AVOID THE RESIDENCY HALL AGREEMENTS 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.

3. PAYMENT
   The student shall be responsible for paying the published room and board charges for the assigned room and any applicable 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 the deferred payment tuition. A special student must notify the Bursar's Office of any changes to the student account 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 paying for room charges for the entire academic year or for that portion which this agreement shall cover except as follows:

4. CANCELLATIONS
   Cancellations for Newly Admitted Students
   A. Prior to August 1, 2006 (January 10, 2007 if the agreement is initiated for the spring semester) or the date an assignment is made, whichever is later, a newly admitted student who declines admission to the University or b) receives a release from the residence requirement may cancel this agreement by written request to Housing without penalty.
   B. After 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. After the applicable date in (A) in (b), a new student in category (A) (b) may not cancel this agreement during the fall semester;
   D. After the applicable date in (A) in (b), a new student that is granted a release from this contract may cancel this agreement by written request to Housing with payment of a $100 cancellation fee and without other penalty;
   E. Any student who is released from this contract and a) receives the release after the first date of occupancy and/or b) checks into the assigned room will be charged $25 per day 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 residence requirement (including commuters) may cancel this agreement by written request to Housing without penalty.

   B. After 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. After 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. After 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 20, 2006, and/or b) checks into the assigned room will be charged $25 per day from August 20, 2006, to 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 21, 2006, 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 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 21, 2006.
   B. Prior to December 21, 2006, all students who were housed during the fall semester, but for the spring semester receive a release from the residence requirement (including commuters) may cancel this agreement for the spring semester by written request to Housing without penalty when the room is vacated by December 21, 2006.
   C. Prior to December 21, 2006, 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 by written request to Housing when the room is vacated by December 21, 2006.
   D. After 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 21, 2006.
   E. After the applicable date in (A) in (b), a student in category (A)(d) or (A)(e) may not terminate this agreement for the spring semester.
   F. After the applicable date in (A) in (b), a student in category (A)(d) or (A)(e) 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 21, 2006 will forfeit the deposit and be charged $25 per day from January 11, 2007 through 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 in absentia by a Housing official, or b) the fall semester charge if checkout or in absentia occurs after Sunday, November 5, 2006 for the fall semester or Sunday, April 1, 2007 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 through the Office of Undergraduate Studies 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 THEREOF, AS 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 or violated 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 appropriate Student Affairs personnel in consultation with the Associate Vice President for Student Affairs, 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 violated an applicable standard of conduct may be made only after the student is given written notice of the alleged violation and a right to be heard on the matter. The University’s notice and hearing procedures, and the University’s judicial boards and officers authorized to make the foregoing determinations, are described in detail in the Handbook for Undergraduate Students.

5. REPOSESSION BY THE UNIVERSITY
The University reserves the right to repossession 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 reassign the student to 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.

7. RENOVATIONS AND MAINTENANCE PROJECTS
It is sometimes necessary 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 reassignment may be required.

Reassignment to another room due to renovation or for any other reason is not grounds for release from this agreement, for reimbursement of moving expenses or for any other release or reimbursement.

8. ASSIGNMENT OF CONTRACT
Students are prohibited from taking a roommate or assigning, leasing or in any other manner transferring 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 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, 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 resident to pay the appropriate single rate only through the current contract period;
   d. reassign the remaining occupant(s) to different accommodations.

10. CHECKOUT 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, 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/key cards to the room, suite, or building to the staff member. 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. 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 through a Residence Life staff member or by express checkout. A residence life staff member 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) 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/key cards to 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 any keys returned to the staff member. Express checkout, when available, allows a student to drop off key/ key card to his/her full-time coordinator/area office staff and waive his/her rights to appeal any damage charges. The inventory of their room will be completed in his/her absence.

Failure to complete the proper checkout procedure will result in an improper checkout fee of $25 in addition to any lost key/key card and room charges that may accrue until the room is inspected in absentia by 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 written approval from their coordinator or 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 duration of the change.

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, task lighting and telephone. Students may not move University furnishings from one room to another. It is the responsibility of residents to secure all key/key cards and Case ID cards. The transfer of an ID and/or keys/key card 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 the case of emergency. Staff members are required to identify themselves prior to entering a room.

Residents are responsible for room cleaning, regular waste removal and maintaining satisfactory sanitation and life safety standards as determined by Housing. 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 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 residents will be billed to residents of rooms/suites/apartments. The University reserves the right to bill all residents of a floor or an entire residence hall for public area damage.

Damage Appeals
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 Case electronic mail account. It is the student's responsibility to have mail to this address forwarded to an alternate address for receipt, if necessary. Additionally, students can access a full description of all charges on the Housing web site (http://housing.case.edu/myhousing). The student has fifteen days to appeal disputable charges 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 for medical reasons subject to medical verification and approval from the Coordinator of Disability Services (470 Sears Building, 216-368-5230, disability@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. SMOKING AND DRUG AND ALCOHOL-FREE ENVIRONMENT
Recovery House is a Tobacco, Drug, and Alcohol-Free environment. No tobacco, alcohol, or illegal drugs are permitted to be used or possessed at any time on Recovery House property.

18. SPECIAL PROGRAMS
Housing assigns students to 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 filling under one or more of these programs agree to follow established community standards and additional policies and procedures related to that program.