RESIDENCE HALL AGREEMENT
UNIVERSITY HOUSING
2007 – 2008

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 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 accommodation or assignment, agreed to in writing 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.

The parties do not intend by this document to create any lesseehold 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, any other Case-sponsored organization, or Case administration, are not subject to the terms of this agreement. The University reserves housing for the purposes of this agreement, unless governed by some other contract. Failure to observe any of the terms and conditions of this agreement will 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, online at http://studentaffairs.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 the student has received, read and agrees to abide by all conditions, terms and policies contained in this agreement, the applicable portions of the Handbook for Undergraduate Students, and the Case Cash Terms and Conditions. Copies of this agreement shall cover except as follows:

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. University graduate and professional students renewing this agreement from the previous year are also eligible.

Undergraduate Housing Requirement

All full-time, unmarried 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 permission to live off campus if 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 calendar or for 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 FALL CONTRACT PERIOD, BUT REMAINS UNDER THE RESIDENCE REQUIREMENT AND/OR RESIDENCE HALL AGREEMENT, CONTINUES TO BE LIABLE FOR THE CHARGES FOR THE FULL ACADEMIC YEAR CONTRACT PERIOD.

First-Year Experience Program/Residential Colleges

Late arrivals

Students in the first-year experience program/Residential Colleges have occupancy beginning at 9:00 a.m. on Sunday, August 19, 2007 for returning students and at 1:00 p.m. on August 22, 2007 for the spring semester. Students have the option of vacating the residence halls during the summer. Residents must vacate the residence halls by Sunday, August 12, 2007. Those students living in the house for the spring semester must vacate the residence halls by Sunday, August 19, 2007, and/or checks into the assigned room will be charged per day (based upon room rate) from August 19, 2007 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, 2007, all students who were housed during the fall semester, but for the spring semester 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 commutes) may cancel this agreement by written request to Housing without penalty;

B. The applicable date in (A), a returning student in category (A)(a) or (A)(b) may cancel this agreement by written request to Housing with payment of a $150 cancellation fee and without other penalty;

C. The applicable date in (A) to (D), a student in category (A)(d) or (A)(e) may terminate this agreement by written request to Housing with payment of a $150 cancellation fee and without other penalty;

D. After the applicable date in (A), any 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 19, 2007, and b) checks into the assigned room will be charged per day (based upon room rate) from August 19, 2007 through the date of release, successful appeal, or checkout, whichever is later, in addition to any other applicable penalties.

Withdrawal, Separation or Leave of Absence

1. 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 request or check out and c) the cancellation fee. Failure to do so does not cancel this agreement, but may result in the loss of any assigned room.

2. 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 will be prorated to the date of checkout or check out in absentia by a Housing official, or by the full semester charge if checkout or check out in absentia occurs after Sunday, November 4, 2007 for the fall semester, or Sunday, March 30, 2008 for the spring semester.

Requests for occupancy after May 19, 2008 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 together with other registration charges. University students can arrange with the Bursar’s Office for deferred payment plans 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 19, 2007; spring semester payment is due on or before January 14, 2008.

Requests for occupancy after May 19, 2008 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.

Cancellations for Newly Admitted Students

A. Prior to August 1, 2007, in January 2008, 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. 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 $150 cancellation fee and without other penalty;

C. The applicable date in (A)(a) to (D), a student in category (A)(b) or (A)(c) may cancel this agreement by written request to Housing with payment of a $150 cancellation fee and without other penalty;

D. The applicable date in (A)(b), 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 19, 2007, and b) checks into the assigned room will be charged per day (based upon room rate) from August 19, 2007 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 a room is 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 commutes) may cancel this agreement by written request to Housing without penalty;

B. The applicable date in (A), a returning student in category (A)(a) or (A)(b) or (A)(c) may cancel this agreement by written request to Housing with payment of a $150 cancellation fee and without other penalty;

C. The applicable date in (A)(b), a returning student in category (A)(d) or (A)(e) may terminate this agreement by written request to Housing with payment of a $150 cancellation fee and without other penalty;

D. After the applicable date in (A), any 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 19, 2007, and b) checks into the assigned room will be charged per day (based upon room rate) from August 19, 2007 through the date of release, successful appeal, or checkout, whichever is later, in addition to any other applicable penalties.

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, 2007.

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4. CONTRACT TERMINATION
ALL CONTRACTS ARE BINDING FOR THE ACADEMIC YEAR OR REMAINING PORTION THEREOF, UNLESS TERMINATED AS PROVIDED HEREBY.

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 University Students), the student may immediately terminate this contract and the student from residence hall 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 violation, the student will be required for either the daily rate through the date of checkout or for the rate for the entire semester/year, dependent upon the sanction from the judicial board or officers.

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 Housing personnel, 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 in the absence of the student 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. REPOSSESSION 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 reassess 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 any individual.

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 rearrangement may be required.

Reassignment to another room to make renovation or safety reasons may cause the student to be moved to a room in a different residence hall. In the event that this contract is terminated as a result of such violation, the student will be required for either the daily rate through the date of checkout or for the rate for the entire semester/year, dependent upon the sanction from the judicial board or officers.

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 provide to the Housing office the names of all available occupants for 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;

d. reassign the remaining occupant(s) to different accommodations.

10. CHECK-IN REQUIREMENTS
The University has the right to inspect a room at any time during the fall semester, or Friday, March 21, 2008 for the spring 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) scheduling in advance and keeping a checkout appointment with a building staff member, c) reviewing the room condition as recorded on the room inventory with the staff member, d) signing the room inventory or student room forms, and e) returning all room keys, suites, or building to the staff member. Express checkout, when available, allows a student to drop off key/key card to their assigned coordinator 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 applicable fee or damage charges.

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 the current semester 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 is a bed, desk, chair, dresser and closet space, an area to work, access faceplate and window treatment. Students must provide their own linens, including pillows and blankets, task lighting, and telephone. Students may not use University furnishings from one room to another. It is the responsibility of all residents to keep all 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 student’s rooms for inspection or in 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. Building service workers clean the lounges, suite/apartment common areas, corridors and bathrooms in each residence hall. These common areas 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 unauthorized 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 charged to the room. The University reserves the right to bill all residents of a floor or an entire residence hall for public area damage.

15. AIR CONDITIONERS
Air conditioning is provided in all residence halls.

16. SMOKE-FREE ENVIRONMENT
Smoking is prohibited in all residence halls and common areas. This includes interior areas as well as the public areas (lobbies, bathrooms, hallways, stairwells, and balconies). The Recovery House is a tobacco-free, drug-free and alcohol-free environment.

17. SPECIAL PROGRAMS
Housing has established special program floors and buildings (i.e., residential experience, theme housing, group housing, and coeducational suites) to accommodate the diverse needs of the student population. Students assigned to one or more of these programs agree to follow established community standards and additional policies and procedures related to that program.

18. BOARD
The board calendar is based on the University’s undergraduate academic calendar. Meals are not served in the dining commons during spring break and the University reserves the right to make changes to the dining schedule.

For meals missed when the dining commons are open. Dinner is the first meal served when the meals begin at the opening of the semester or after a break. Lunch is the last meal served before any break. Schedules will be posted at each location.

The meal plan is selected on the housing application. All undergraduate students living in University residence halls are required to be on a meal plan. Meal plans are not mandatory for juniors or seniors living in on-campus apartments, but a student may purchase a meal plan.

Meal plan options may include a fixed amount of CaseCash which is deposited into a student’s individual account and tracked on a student’s CaseOneCard. First-year students must select from the 19 meal + 75 CaseCash, the 17 meal + 150 CaseCash, or the 20 Block Plan. The only exceptions to this are the Halal/Kosher meal plans (Halal/Kosher 10 or Halal/Kosher 14 meals), which are available to all students. Plan selections can only be changed by returning signed forms to 215 Crawford Hall through the end of the drop/add period (first two weeks) of each semester. Forms are available upon request from Auxiliary Services (216-368-5444/1666) or via the Dining Services website (http://www.case.edu/diningservices/auxiliary.html). For questions, please contact mealplan@case.edu.

CaseCash Account

CaseCash is included with many meal plan options. CaseCash does not expire and may be used for purchases at participating Case and area food and non-food merchants, including the University Bookstore (http://www.case.edu/diningservices/locations.html). CaseCash may be purchased at any time through the CaseOneCard website (http://www.caseonecard.com), at Access Services (18 Crawford Hall), or through the value transfer stations located on campus. Payment for CaseCash may be made by check, credit card, or cash, by billing to the student tuition account through Auxiliary Services (215 Crawford Hall).

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 written request. All refunds will be issued by a Housing registra tion committee.

Meal Plan Exemptions

Meal plan exemptions are available upon request from Auxiliary Services (215 Crawford Hall, 216-368-5444) 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 Bon Appetit (216-368-8810).

Cancellation of the Meal Plan

In the student’s responsibility to provide notification and documentation to Auxiliary Services of the release from a meal plan for any reason. 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 prorated charges from the first day of enrollment through the date of release or the date the plan is last used, whichever is later.

For meal plans that include 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 2, 2007 for the fall semester, or Friday, March 21, 2008 for the spring semester.

Cancellation of the Meal Plan

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