RESIDENCE HALL AGREEMENT
UNIVERSITY HOUSING
2011 – 2012

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 accommodations 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.

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 organizations or any other Case-sponsored organization, such as the Recovery House, are deemed residence halls for the purposes of this agreement, unless governed by some other contract.

This Residence Hall Agreement and signs 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 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 CaseCash Terms and Conditions can be obtained from Access Services (18 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.

To be eligible for residence in the Recovery House, 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 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. Housing Release Request 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.

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/OR RESIDENCE HALL AGREEMENT, CONTINUES TO BE LIABLE FOR THE CHARGES FOR THE FULL ACADEMIC YEAR CONTRACT PERIOD.

First-Year Experience Program/Residential Colleges
Fall semester occupancy begins at 9:00 a.m. on Wednesday, August 24, 2011, and ends at 3:00 p.m. on Thursday, December 22, 2011. Spring semester occupancy begins at 9:00 a.m. on Thursday, January 12, 2012, and ends at 3:00 p.m. on Friday, May 11, 2012. The residential colleges remain open during the fall, Thanksgiving and spring break, although meal plan food service is not available. During winter break, residents can leave their belongings in their assigned space.

Second-Year Experience/Greek Housing
Fall semester occupancy begins at 9:00 a.m. on Sunday, August 21, 2011, and ends at 3:00 p.m. on Thursday, December 22, 2011. Spring semester occupancy begins at 9:00 a.m. on Thursday, January 12, 2012, and ends at 3:00 p.m. on Friday, May 11, 2012. 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, online at http://studentaffairs.case.edu.

Second- Year Experience/Greek Housing
Fall semester occupancy begins at 9:00 a.m. on Sunday, August 21, 2011, and ends at 3:00 p.m. on Thursday, December 22, 2011. Spring semester occupancy begins at 9:00 a.m. on Thursday, January 12, 2012, and ends at 3:00 p.m. on Friday, May 11, 2012. The residence halls remain open during the fall, Thanksgiving and spring break, although meal plan food service is not available. During winter break, residents can leave their belongings in their assigned space.

Upperclass Experience
Occupancy begins at 9:00 a.m. on Sunday, August 21, 2011, and ends at 3:00 p.m. on Friday, May 11, 2012. For graduating seniors, occupancy ends at noon on Monday, May 21, 2012. The complex remains open during the fall, Thanksgiving, winter, and spring break, although meal plan food service is not available. Occupancy ends at 3:00 p.m. on Thursday, December 22, 2011 for students not living in the hall for the spring semester. Spring semester occupancy begins at 9:00 a.m. on Thursday, January 12, 2012 for students entering for the spring semester.

Recovery House
Fall semester occupancy begins at 9:00 a.m. on Sunday, August 23, 2011 for returning students and on Wednesday, August 24, 2011 for new students, and ends at 3:00 p.m. on Friday, May 12, 2012. For graduating seniors, occupancy ends at noon on Monday, May 21, 2012. The house remains open during fall, Thanksgiving, winter, and spring break, although meal plan food service is not available. Occupancy ends at 3:00 p.m. on Thursday, December 22, 2011 for students not living in the house for the spring semester. Spring semester occupancy begins at 9:00 a.m. on Thursday, January 12, 2012. The occupancy period is contingent upon terms and conditions of the Recovery House resident’s treatment plan.

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 $50 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, 2011.

Late Arrivals
The student must notify Housing if the student’s planned arrival date is later than the first day of classes, Monday, August 29, 2011; Tuesday, January 17, 2012 for the spring semester. Failure to do so does not cancel this agreement, but may result in the loss of any assigned room.

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 $50/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, 2012. Unapproved late departures will pay a $50 late departure fee in addition to daily room charges.
Requests for occupancy after May 21, 2012 at 12 noon 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 of room and board fees consistent with arrangements for the deferred payment of tuition.

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, 2011 (January 2, 2012 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. 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 $200 cancellation fee and without other penalty;
C. After the applicable date in (A) a new student in category (A) (b) may not cancel this agreement during the fall semester;
D. After 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 a) receives the release after the first date of occupancy and/or b) checks into the assigned room will be charged per day (based upon room rate) from the first date of occupancy through the date of release, successful appeal, or checkout, whichever is latest, in addition to any other applicable penalties.

Cancellations for Returning Students
A. Prior to the start of the room selection process, where a room is chosen or assigned, or for applications received after the room selection process begins and prior to the assignment being completed, 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. After the applicable date in (A), a returning student in category (A)(b) may cancel this agreement by written request to Housing without other penalty;
C. After the applicable date in (A), a returning student in category (A)(c) may cancel this agreement by written request to Housing with payment of a $200 cancellation fee and without other penalty;
D. 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;
E. After the applicable date in (A) (d) or (A) (e) may not terminate this agreement during the fall semester;
F. After the applicable date in (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;
G. Any student who is released from this contract for the spring semester and does not vacate the assigned room by December 22, 2011 will be charged per day (based upon room rate) from January 12, 2012 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 in absentia by a Housing official, or b) the full semester charge if checkout or checkout in absentia occurs after Sunday, November 13, 2011 for the fall semester, or Sunday, April 1, 2012 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, UNLESS TERMINATED AS PROVIDED HEREIN.

Upon a determination by any of the University’s authorized judicial boards or officers that a student resided in a University residence hall and that a student has violated a provision of this agreement, or that a student has violated a provision of the Housing Agreement, the University may 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 violation, the student will be responsible 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 5321.031, 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 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. 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 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, 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 make one set of furnishings available for use and to keep 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, or;

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

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. First-year students must also review a room inventory form with a building staff member within twenty-four hours of this check-in. This form, countersigned by a Housing representative, is the basis for assessment of any damage or loss attributable to the resident at the termination of the occupancy period. Failure to review and sign the form within twenty-four hours of occupancy will result in the student assuming responsibility for all damages in the room. Second-year, upperclass, greek life, and Recovery House students have until the end of the second week of classes to inspect their room/suite/apartment and submit maintenance requests. Students will be held responsible for any charges related to damage or cleaning after this time period.

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) 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 checkout form, and e) returning all keys and/or key cards for the room, suite, or building to the staff member. Express checkout, when available, allows a student to drop off key/key card to his/her full-time coordinator staff and waive his/her rights to appeal any damage charges. The inventory of his/her room will be completed in his/her absence.

Failure to complete the proper checkout procedure will result in an improper checkout fee of $100 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 telephones. Students may not move University furnishings from one room to another. It is the responsibility of residents to secure all keys/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. 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, LOSS OR EXCESSIVE CLEANING

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 or excessive cleaning fees.

Charge Appeals

Once checkout materials are processed, a notice of final charges for the semester will be e-mailed 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. AIR CONDITIONERS

Installation and use of non-University-supplied air conditioning equipment is prohibited. Air conditioners may be requested for medical reasons subject to medical verification and approval from the Associate Director of Disability Resources (470 Sears Building, 216-368-5230, disability@case.edu). A $250 per semester surcharge applies to any student with an approved air conditioner.

16. SMOKE-FREE ENVIRONMENT

Smoking is prohibited in all residence halls and commons areas. This includes individual rooms as well as the public areas (lounges, bathrooms, hallways, stairwells, and balconies). The Recovery House is a tobacco-free, drug-free and alcohol-free environment. In addition, all outside walkways and grounds of university property are smoke-free, except for specific university-designated smoking areas.

17. SPECIAL PROGRAMS

Housing has established special program floors and buildings (i.e., residential experiences, theme housing, group housing, and 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.

18. 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.

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, but juniors and seniors living in on-campus apartments, but these students may purchase any 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 200 Block Plan. The only exceptions to these are the Halal/Kosher meal plans (Halal/Kosher 10 or Halal/Kosher 14 meals), which are available to all students.

Meal Plan Changes

You may now add or change your meal plan selection online to a plan that suits you best at the CaseOneCard site http://www.casonecard.com. Simply log in to “My Account” and select the MealPlan Change tab. The online option will be active for an extended period prior to the start of each semester, and will end at 5:00pm on Friday, the last day of the second week of classes. After this time, it is no longer possible to change meal plans for the semester. Please note that not all meal plan selections are available to all students.

For questions, please contact mealplan@case.edu.