RESIDENCE HALL AGREEMENT
UNIVERSITY HOUSING
2012 – 2013

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 reallocate 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.

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 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 and online at http://housing.case.edu/myhousing. 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 Sunday, August 19, 2012 and ends at 3:00 p.m. on Thursday, December 20, 2012. Spring semester occupancy begins at 9:00 a.m. on Thursday, January 10, 2013 and ends at 3:00 p.m. on Friday, May 10, 2013. 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 Saturday, August 18, 2012 and ends at 3:00 p.m. on Thursday, December 20, 2012. Spring semester occupancy begins at 9:00 a.m. on Thursday, January 10, 2013, and ends at 3:00 p.m. on Friday, May 10, 2013. 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.

Upperclass Experience

Occupancy begins at 9:00 a.m. on Saturday, August 18, 2012, and ends at 3:00 p.m. on Friday, May 10, 2013. For graduating seniors, occupancy ends at noon on Monday, May 20, 2013. 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 20, 2012 for students not living in the hall for the spring semester. spring semester occupancy begins at 9:00 a.m. on Thursday, January 10, 2013 for students entering for the spring semester.

Recovery House

Fall semester occupancy begins at 9:00 a.m. on Saturday, August 18, 2012, for returning students and on Sunday, August 19, 2012 for new students, and ends at 3:00 p.m. on Friday, May 10, 2013. For graduating seniors, occupancy ends at noon on Monday, May 20, 2013. 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 20, 2012 for students not living in the house for the spring semester. Spring semester occupancy begins at 9:00 a.m. on Thursday, January 10, 2013. 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 athletics or 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 a orientation activity sponsored by a University department that notifies Housing in writing before August 1, 2012.

Late Arrivals

The student must notify Housing if the student’s planned arrival date is later than the first day of classes, Monday, August 27, 2012; Monday, January 14, 2013 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, 2013. Unapproved late departures will pay a $50 late departure fee in addition to daily room charges.
Requests for occupancy after May 20, 2013 at 12noon 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, 2012 (January 3, 2013 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 a registered student, 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)(a), or (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), 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;
F. Any student who is released from this contract for the fall semester and a) receives the release after August 27, 2012, and/or b) checks into the assigned room will be charged per day (based upon room rate) from August 27, 2012 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, 2012, 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 20, 2012.
B. Prior to December 1, 2012, all 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 $200 cancellation fee and without other penalty when the room is vacated by December 20, 2012.
C. Prior to December 20, 2012, all students who were housed during the fall semester, but for the spring semester will not be a registered student due to non-registration, withdrawal, or leave of absence, may cancel this agreement for the spring semester with payment of a $200 cancellation fee and without other penalty by written request to Housing when the room is vacated by December 20, 2012.
D. After the applicable date in (A), a student in category (A)(b), or (A)(c) may cancel this agreement for the spring semester with payment of a $200 cancellation fee and without other penalty when the room is vacated by December 20, 2012.
E. After 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. After 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 20, 2012 will be charged per day (based upon room rate) from January 10, 2013 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 checkout in absentia by a Housing official, or b) the full semester charge if checkout or checkout in absentia occurs after Sunday, November 11, 2012 for the fall semester, or Sunday, March 31, 2013 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 inability 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 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 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. 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 realign 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;
de. 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 assignment. First-year students must also return 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 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 Recover 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/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 central housing office. 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, window treatment and trash/recycle cans. Students must provide their own linens, including pillows and blankets, and task lighting. 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 excessive 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 student 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 common areas. This includes individual rooms 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. 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. Meal plan participation is mandatory for all first and second year students and all other students living in traditional residence halls. Other student may purchase a meal plan at their discretion.

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.

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.caseonecard.com. Simply follow the link (in the sidebar) for Meal Plan/CaseCash changes, and you will be able to select the plan that best suits you. Please select the option that you wish to have for the current semester. It will replace the option that is currently on your account. The online option will be active for an extended period prior to the start of each semester, and will end at 5:00pm 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.