RESIDENCE HALL AGREEMENT
UNDERGRADUATE HOUSING
Summer 2017

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 University policies and Student Code of Conduct (hereby incorporated in this agreement). In the event of any inconsistency between this agreement and the university policies/student code of conduct, 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 University Housing ("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 agreement, 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 agreement 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 University-sponsored organization are deemed residence halls for the purposes of this agreement, unless governed by some other agreement.

Failure to observe any of the terms and conditions of this residence hall agreement may result in the termination of this agreement. 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 University policies/student code of conduct (http://students.case.edu).

The student’s signature on a housing application form or online acceptance during completion of a housing agreement or application form binds the student to this Residence Hall Agreement and signifies that that student has received, read and agrees to abide by all conditions, terms and policies contained in this agreement, and the applicable portions of the University policies/student code of conduct, and the CaseCard Terms and Conditions. Copies of this agreement may be obtained from Auxiliary Services (35 Yost Hall, 216-368-2273, mealplan@case.edu, www.caseonecard.com).

RESIDENCE HALL AGREEMENTS ARE BINDING FOR THE SUMMER TERM SELECTED.

1. ELIGIBILITY
To be eligible for residence in University residence halls, a person must be registered as an undergraduate student at the University for the previous spring 2017, summer 2017, or fall 2017 semester.

2. OCCUPANCY PERIOD
The student may occupy the assigned room during one of the time periods listed in this section. The occupancy period may be subject to change by the University based on unforeseen alterations in the summer calendar or for other reasons such as, without limitation by example, an energy crisis. The student agrees to occupy only the room assigned.

Summer semester terms are as follows:
- May Term: May 12 – June 4
- 4-week session (1): June 3 – July 2
- 5-week session: June 3 – July 9
- 8-week session: June 3 – August 2
- 5-week + 4-week sessions: June 3 – August 6
- 6-week session: June 17 – August 2
- 4-week session (2): July 8 – August 6
- Entire summer: May 28 – August 6

Transition Housing
Students with a spring housing agreement can apply for transition housing which starts on May 12 through May 27, 2017. Students will move into their summer housing assignment between Monday, May 15 and Saturday, May 27, 2017, once their room is available.

Students with a fall housing agreement can apply for transition housing which starts on August 2 or August 6 (depending upon their summer term) through August 22, 2017. Fall transition is only available for summer residents with a fall assignment. Students stay in their summer assignment until they move into their fall assignment between August 6 (9 a.m.) and August 13 (9 p.m.), 2017, once their room is available.

Early Arrivals
Written requests to arrive before the occupancy date for the summer semester will be granted at the sole discretion of Housing. The room charge for an early arrival is $50 per day.

Late Departures
Written requests to leave after the occupancy date for the summer semester will be granted at the sole discretion of Housing. The room charge for a late departure is $50 per day. Unapproved late departures will pay a $100 improper checkout fee in addition to daily room charges.

3. PAYMENT
- Prior to the move-in date for the summer assignment, all students may cancel this agreement by written request to Housing without cancellation fees;
- After the applicable date in (A), a student may cancel this agreement by written request to Housing with payment of a $100 cancellation fee and without other fees;
- Any student who is released from this agreement for the summer semester and (a) receives the release after the first day of occupancy and/or (b) checks into the assigned room will be charged per day (based upon the room rate) from first date of occupancy through the date of release, successful appeal, or checkout, whichever is later, in addition to any other applicable fees.

Withdrawal, Separation or Leave of Absence
A student who is notified of a university separation after summer housing begins must vacate the residence halls within 48 hours of receiving notification of their status change from the appropriate department. Residents who appeal their separation 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. The student is responsible for room charges up until date of checkout.

4. AGREEMENT TERMINATION
ALL AGREEMENTS ARE BINDING FOR THE SUMMER TERM SELECTED UNLESS TERMINATED AS PROVIDED HEREIN.

Upon a determination by any of the University’s authorized student conduct 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 University policies and student code of conduct), the University may immediately terminate this agreement 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 agreement 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 student conduct board or officers.

Pursuant to Ohio Revised Code Section 5321.031, the University may terminate this agreement and require the student to vacate the residence hall unit only upon a determination that the student has violated a provision of this agreement 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 University 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 student conduct boards and officers authorized to make the foregoing determinations, are described in the University policies/student code of conduct.

5. REPOSESSION 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 accommodations 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 AGREEMENT
Students are prohibited from taking a roommate or assigning, leasing, licensing or in any other manner transferring their interest in this 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 through a Residence Life or Greek Life staff member, 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, suite, or apartment, 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 remainder of the semester. During the remainder of the semester, students may move only after receiving written approval from their coordinator or central housing office.

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. Residents are responsible for the condition of their room and its contents. Residents have until the end of the first week of occupancy to inspect their room/suite/apartment and report items for repair. Residents will be held responsible for any changes related to damages or cleaning after this time period.

11. CHECK-OUT REQUIREMENTS
At the termination of the occupancy period, the student must complete the check-out procedure through a Residence Life or Greek Life staff member. A student check-out 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 check-out appointment with a building staff member, c) reviewing the room condition as recorded on the room condition report with the staff member, d) signing the room condition report, and e) returning all keys/key cards for the room, suite, or building to the staff member.

Failure to complete the proper check-out procedure will result in an improper check-out 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, drawers 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. Custodial staff 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 university maintenance staff to identify routine maintenance concerns.

14. DAMAGE, LOSS OR EXCESSIVE CLEANING
Students are liable and responsible for any damage, excessive cleaning charges or loss to their room or room furnishings and for any other damage or loss they cause to any part of the residence halls.

Charge Appeals
Once checkout materials are processed, a notice of final charges for the current agreement period 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). The student has fifteen days to appeal disputable charges in writing as described in the notice.

15. AIR CONDITIONERS
Air conditioners may be requested for medical reasons only subject to medical verification and approval from the Office of Disability Resources (470 Sears Building, 216-368-5230, disability@case.edu). The approved student must provide their own free-standing AC unit, per Housing guidelines.

16. SPECIAL PROGRAMS
Housing establishes special program floors and buildings (i.e. gender inclusive housing, 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.

17. SUMMER BOARD PLAN
The summer board plan is offered in conjunction with Sodexo Food Services and is operated at the University Hospitals cafeteria.

Summer meal plan is selected through the summer housing application. Meal plan participation is optional for any student residing in university summer housing. The meal plan is available during the summer housing time period of May 28 - August 6, 2017. The meal plan dollar amount will be deposited onto a meal plan card, which will be used as a declining balance at the UH Cafeteria. Students are expected to use their entire dollar amount as no refunds will be given for unused dollars at the end of the summer term. Students using the plan will receive a 10% increase added to their meal card.

Students can add additional dollars to an existing meal plan by contacting Housing through July 1, 2017. Requests to cancel or reduce plans for students remaining in university-operated housing will be considered on a case-by-case basis at the sole discretion of Housing.

Students can also sign up for CaseCash with the summer housing application, which is deposited into the student’s individual account and available on the student’s CaseOneCard. The CaseCash selection cannot be changed after a summer housing application has been submitted.