

**RESIDENCE HALL AGREEMENT
UNDERGRADUATE HOUSING
2004 – 2005**

**KEEP THIS COPY
FOR YOUR RECORDS**

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 Student Services Guide (hereby incorporated in this agreement). In the event of any inconsistency between this agreement and the Student Services Guide, 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 Housings'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 are deemed residence halls for the purposes of this agreement, unless governed by some other contract.

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, copies of which are available from the Office of Student Affairs (110 Adelbert Hall, 216-368-2020, ofsa@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 that 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, the Cleveland Institute of Music, or the Cleveland Institute of Art (hereafter all non-university students are referred to as "special student").

Undergraduate Housing Requirement

All full-time, unmarried undergraduate students of the University who do not live with their parents must live in a residence hall and participate in one of the University board plans. 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. 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 housing space assigned is available for occupancy during the fall semester from 9:00am on Sunday, August 15, 2004 for returning students and 9:00am on Wednesday, August 18, 2004 for new students through 3:00pm on Thursday, December 16, 2004 and during the spring semester from 9:00am on Thursday, January 5, 2005 through 3:00pm on Friday, May 6, 2005. For graduating seniors, occupancy ends at noon on Monday, May 16, 2005. The residence halls remain open during the fall, Thanksgiving and spring breaks; although meal plan food service is not available.

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

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 \$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, 2004.

Late Arrivals

The student must notify Housing if their planned arrival date is later than the first day of classes, Monday, August 23, 2004 (Monday, January 10, 2005 for the spring semester). Failure to do so does not cancel this agreement, but may result in the loss of any assigned room and reassignment into temporary housing.

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 \$25 per 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, 2005. Unapproved late departures will pay a \$25 late-departure fee in addition to room charges.

Requests for occupancy after May 16, 2005 will not be granted. Students wishing to remain on campus past this date must participate in the summer 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. 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 15, 2004; spring semester payment is due on or before January 10, 2005.

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

- Prior to August 18, 2004 (January 5, 2005 if the agreement is initiated for the spring semester) or the date an assignment is made, whichever is later, a newly admitted student who receives a release from the residency requirement may cancel this agreement without penalty by written request to Housing;
- This agreement will be cancelled for any newly admitted student who declines admission to the University. There are no charges when Housing is notified in writing by the date in (A), otherwise a daily room charge of \$25 per day will apply.

Cancellations for Returning Students

- Prior to the date an assignment is made or room chosen during the room selection process, all returning students that a) will not be enrolled full-time, b) will be participating in a University-sponsored off-campus internship or exchange program, c) receive a release recommendation from the Coordinator of Disability Services, d) are approved by the Office of Greek Life to live in a Greek letter house, or e) receive a release from the residency requirement (including commuters) may cancel this agreement by written request to Housing without penalty;
- From the applicable date in (A), a returning student in category (A)(a), (A)(b), or (A)(c) may cancel this agreement by written request to Housing with payment of a \$100 cancellation fee and without other penalty;
- From the applicable date in (A), a returning student in category (A)(d) or (A)(e) may not terminate this agreement during the fall semester;
- From 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;
- Any student who is released from this contract for the fall semester and a) receives the release after August 15, 2004, and/or b) checks into the assigned room will be charged \$25 per day from August 15, 2004 through the date of release, successful appeal, or checkout, whichever is later, in addition to any other applicable penalties.

Second Semester Releases

- Prior to December 1, 2004, 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 16, 2004.
- Prior to December 1, 2004, 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 \$100 cancellation fee and without other penalty when the room is vacated by December 16, 2004.
- Prior to December 16, 2004, all students who were housed during the fall semester, but for the spring semester will not be enrolled full-time due to non-registration, part-time registration, separation, withdrawal, or leave of absence may cancel this agreement for the spring semester with payment of a \$100 cancellation fee and without other penalty by written request to Housing when the room is vacated by December 16, 2004.
- From the applicable date in (A), a student in category (A)(a), (A)(b), or (A)(c) may cancel this agreement for the spring semester with a \$100 cancellation fee and without other penalty when the room is vacated by December 16, 2004.
- From the applicable date in (A) or (B), a student in category (A)(d) or (B) may not terminate this agreement for the spring semester.
- From the applicable date in (A) or (B), a student in category (A)(d) or (B) that is granted a termination of this contract will be charged a cancellation penalty equal to twenty-percent of the semester room charge.
- Any student who is released from this contract for the spring semester and does not vacate the assigned room by December 16, 2004 will forfeit the deposit and be charged \$25 per day from January 6, 2005 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, October 31, 2004 for the fall semester or Sunday, March 27, 2005 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 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 a violation the student will be responsible for the daily rate through the date of checkout.

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 foregoing determinations, are described in detail in the Handbook for Undergraduate Students, which descriptions are hereby incorporated into this contract.

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.

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:

- allow the resident to find a suitable resident to fill the vacancy;
- assign a new resident to fill the vacancy;
- allow the existing resident to pay the appropriate single rate only through the current contract period, or;
- 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. The student must also review 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. A copy of the inventory form will be provided for the student's records.

During the drop/add period each semester, Housing conducts a census to ensure that all residents are living in their assigned rooms. The student is required to verify the information recorded and sign the census for a record of occupancy at the start of each semester.

11. CHECKOUT REQUIREMENTS

At the termination of the occupancy period, the student must complete the checkout procedure. A proper checkout consists of a) removal of personal belongings and refuse so the room is as clean as it was at the time of check-in, b) restoring bunkable or loftable furniture to its original state at the time of check-in, c) making in advance and keeping a checkout appointment with a building staff member, d) reviewing the room condition as recorded on the room inventory with the staff member, e) signing the room inventory form, and f) returning all keys for the room, suite, or building to the staff member. A copy of the inventory form will be provided for the student's records and serves as a record of the official checkout and a receipt for any keys returned to the staff member.

Failure to complete the proper checkout procedure will result in an improper checkout fee of \$25 in addition to any lost key 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 the recommendation of their building director or area coordinator and written approval from 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, a desk, chair, drawer and closet space, a network access faceplate and window treatment. Students must provide their own linens, including pillows and blankets, task lighting, and telephone. Students may not move University furnishings from one room to another. It is the responsibility of residents to secure all keys and Case ID cards. The transfer of an ID and/or keys 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 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 OR LOSS

Students are liable and responsible for any damage or loss to their room or room furnishings and for any other damage or loss they cause to any part of the residence halls. Damage or loss must be reported promptly to Housing. Charges for additional cleaning, removal of personal property, or for any loss or damage caused by the residents will be billed to residents of rooms/suites. The University reserves the right to bill all residents of a floor or an entire residence hall for public area damage.

Damage Appeals

Once checkout materials are processed, a notice of final charges for the semester will be emailed to any student who was assessed additional fees or damage charges. The notification will be sent to the student's Case electronic mail account. It is the student's responsibility to have mail to this address forwarded to an alternate address for receipt, if necessary. Additionally, students can access a full description of all charges on the Housing web site (<http://housing.case.edu/myhousing>). The student has fifteen days to appeal disputable charges in writing as described in the notice.

15. TELEPHONE & CABLE

The University provides local telephone and basic cable television services at no additional charge. Students have the option of long distance calling and premium cable service from a University designated provider. Services are coordinated by the Telephone Services Office (618 Crawford Hall, 216-368-5490, casephone@case.edu).

16. AIR CONDITIONERS

Installation and use of non-University-supplied air conditioners equipment is prohibited.

Air conditioners may be requested subject to medical verification and approval from the Coordinator of Disability Services (105 Kelvin Smith Library, 216-368-5230, disability@housing.case.edu). If a room equipped with air conditioning is available, the student will be assigned to one of these spaces, otherwise a new unit will be installed. New units will not be installed in the current assignment if the accommodation can be met through a change of assignment. A \$250 per semester surcharge applies to any student requesting an air-conditioned room.

17. SMOKE-FREE ENVIRONMENT

Smoking is prohibited in the public areas (lounges, bathrooms, hallways, stairwells, balconies) of all residence halls and in all commons buildings. Smoking is also prohibited in individual rooms and suites of most residence halls, except those that are specifically designated for smoking when the roommate(s) and/or suitemates do not object.

18. SPECIAL PROGRAMS

Housing establishes special program floors and buildings (i.e. residential experiences, theme housing, group housing, coeducational suites) to accommodate the diverse needs of the student population. Students assigned to a space falling under one or more of these programs agree to follow established community standards and additional policies and procedures related to that program.

19. 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.

A valid Case ID card is required for access to the dining commons and to use the meal plans. Meal plans are non-transferable and are only to be used by the student in this agreement. Items are not permitted to be carried out of the dining commons.

Meal Plan Selection

The meal plan is selected on the housing application. Freshman must select the 19 meal + 75 point or 17 meal + 150 point plan. Plan selections can only be changed through the end of the drop/add period each semester. Forms are available upon request from Access Services (18 Crawford Hall, 216-368-2273, mealplan@case.edu) or via the Dining Services website (<http://www.case.edu/diningservices>).

Dining Point Account

Each meal plan includes a fixed number of points which are deposited into the student's dining point account. Dining points may be used to purchase items sold at all Case food service locations and participating area food merchants. Unused dining points can be carried over from the fall to the spring semester, but dining points expire at the end of the last scheduled meal of the spring semester.

Meal Plan Exemptions

All undergraduate students living in University-operated housing are required to be on a meal plan unless they have received an exemption. Procedures for exemption are available upon request from Access Services (18 Crawford Hall, 216-368-2273, mealplan@case.edu) 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 Campus Dining Services (216-368-6245).

Cancellation of the Meal Plan

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 and will be charged \$13.50 per day from the first day of residential dining through the date of release or the date the plan is last used, whichever is later. For meal plans that include dining points, the student will be charged for all of the points that have been spent. No refunds will be given for unused portions of cancelled meal plans or dining points after Sunday, October 31, 2004 for the fall semester or Sunday, March 27, 2005 for the spring semester.

CaseCash Account

CaseCash points may be purchased each semester as a supplement to the meal plan, and at any time through the CaseCard (<http://www.caseonecard.com>) web site or value transfer stations located on campus. CaseCash does not expire and may be used for purchases at participating Case and area food and non-food merchants, including the University Bookstore.

The CaseCash account is not a bank account. Overdrawing 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 are of full value of unused non-dining points minus a \$10 processing fee. Accounts that remain dormant for one calendar year will be closed and the balance forfeited. Electronic account statements can be obtained at the CaseCard web site (<http://www.caseonecard.com>) using an Internet-connected computer running Internet Explorer 5.0, Netscape 4.7, or newer with at least 64-bit encryption. The student consents to receive electronic statements. Paper statements may be obtained from Access Services (18 Crawford Hall, 216-368-2273, access@case.edu) for \$1 each.

The University will disclose information to third parties about the student's CaseCash account only a) to comply with court orders or other applicable laws, b) when the account holder gives written permission, c) to determine if the student's account has been charged or refunded properly by a vendor, or d) to reconcile sales and reimbursements.

Items purchased with CaseCash or dining points will be subject to sales tax, where applicable. If the student has both dining points and CaseCash available, funds will automatically be withdrawn from the dining points account first, whenever possible. The University reserves the right to add or remove merchants permitted to accept CaseCash and/or dining points throughout the contract period in response to merchant requests, changes in University policies or services, or applicable laws.