

RESIDENCE HALL AGREEMENT UNDERGRADUATE HOUSING Summer 2009

**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 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.

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>.

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, and the applicable portions of the Handbook for Undergraduate Students. 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>).

1. ELIGIBILITY

To be eligible for residence in University residence halls, a person must be currently registered as an undergraduate student at the University for the previous spring 2009 summer 2009 or fall 2009 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 8 – May 31
5 week session	May 30 – July 5
8 week session	May 30 – July 29
5 week + 4 week sessions	May 30 – August 2
6 week session	June 13 – July 29
4 week session	July 4 – August 2
Entire summer	May 25 – August 2

Transition Housing

Students with a spring housing contract can apply for transition housing which starts on May 8 through May 25, 2009. Students remain in the spring assignment until they move into their summer assignment between May 21-24, 2009.

Students with a fall housing contract can apply for transition housing which starts on July 29 or August 2 (depending upon their summer term) through August 16, 2009. Fall transition is only available for summer residents with a fall contract. Students stay in their summer assignment until they move into their fall assignment between August 8-10, 2009.

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 \$35 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 \$25 per day. Unapproved late departures will pay a \$25 late-departure fee in addition to daily room charges.

3. PAYMENT

The student agrees to pay the published room charges for the assigned room to the Bursar's Office with other registration charges. University students can arrange with the Bursar's Office for deferred payment of room fees consistent with arrangements for the deferred payment of tuition.

RESIDENCE HALL AGREEMENTS ARE BINDING FOR THE SUMMER TERM SELECTED.

The student shall be responsible for room charges for their summer term or for that portion which this agreement shall cover except as follows:

Cancellations

- Prior to the date an assignment is made, all returning students may cancel this agreement by written request to Housing without penalty;
- After the applicable date in (A), a returning student may cancel this agreement by written request to Housing with payment of a \$75 cancellation fee and without other penalty;
- Any student who is released from this contract for the summer semester 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 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 penalties.

4. CONTRACT TERMINATION

ALL CONTRACTS ARE BINDING FOR THE SUMMER TERM SELECTED 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 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, suite, or apartment, 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. 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 on the maintenance request form found online at <http://studentaffairs.case.edu/living/services/myhousing/mainrequest.aspx>. 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 staff member or by express check-out. A residence life staff member 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 inventory with the staff member, d) signing the room inventory form, and e) returning all keys/key cards for the room, suite, or building to the staff member. Express check-out, when available, allows a student to drop off key/key card to his/her full-time coordinator and waive his/her rights to appeal any damage charges. The inventory of their room will be completed in his/her absence.

Failure to complete the proper check-out procedure will result in an improper check-out fee of \$25 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 telephone. 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 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. 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 requesting an air-conditioned room.

17. 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, balconies). The Recovery House is a tobacco-free, drug-free and alcohol-free environment.

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.