

RESIDENCE HALL AGREEMENT
Case Western Reserve University
2019 – 2020

**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 through University Policies and Code of Student Conduct (hereby incorporated in this agreement). In the event of any inconsistency between this agreement and University Policies and Code of Student 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 Case-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 and Student Code of Conduct, online at <http://students.case.edu/policy>.

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 the student has received, read and agrees to abide by all conditions, terms and policies contained in this agreement, the applicable portions of University policies through Code of Student Conduct, and the CaseCard Terms and Conditions. Copies of this agreement may be obtained from Housing (24 Thwing Center, 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 Auxiliary Services (35 Yost 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.

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 on-campus and participate in either the University board plan or Greek chapter meal plan, if residing in the chapter house, for the first two years of enrollment. Students who seek permission to live off campus as commuters must receive written approval from Housing. Housing Release Request forms are available in 24 Thwing Center and online at <http://housing.case.edu/myhousing>. Any student who fails to comply with this policy will be subject to the University conduct process.

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

Fall semester occupancy begins at 9:00 a.m. on Sunday, August 18, 2019 and ends at 3 p.m. on Thursday, December 19, 2019. Spring semester occupancy for newly admitted students begins on Wednesday, January 8, 2020 at 9 a.m. Spring semester occupancy for returning students begins at 9 a.m. on Thursday, January 9, 2020. Spring semester occupancy ends at 3 p.m. on Friday, May 8, 2020. The first year halls remain open during the fall, Thanksgiving and spring breaks, with limited dinner service available to all participating students during the Fall and Thanksgiving breaks at Leutner Commons only and no service during Spring break. During winter break, residents can leave their belongings in their assigned space.

Second Year Experience/Upperclass Experience/Greek Housing

Fall semester occupancy begins at 9 a.m. on Wednesday, August 21, 2019 and ends at 3 p.m. on Thursday, December 19, 2019. Spring semester occupancy for newly admitted transfer and exchange students begins on Wednesday, January 8, 2020 at 9 a.m. Spring semester occupancy for returning students begins at 9 a.m. on Thursday, January 9, 2020. Spring semester occupancy ends at 3 p.m. on Friday, May 8, 2020. For graduating seniors, occupancy ends at noon on Monday, May 18, 2020. The residence halls remain open during the fall, Thanksgiving and spring break, with limited dinner service available to all participating students during the Fall and Thanksgiving breaks at Leutner Commons only and no service during Spring break. Upper-class students who wish to remain on campus during winter break will need to complete the winter break sign-up form.

Early Arrivals

Written requests to arrive before the occupancy date for the fall semester will only be granted for University athletics, orientation activities or academic classes at the sole discretion of Housing. Requests must be submitted in writing by the appropriate university department by August 1, 2019. The room charge for an early arrival is \$50 per day.

Late Arrivals

If the student's planned arrival date is later than the first day of classes, the student must notify Housing no later than Wednesday, August 28, 2019 for the fall semester; Wednesday, January 15, 2020 for the spring semester.

Late Departures

Written requests to leave after the occupancy date for the spring semester will be granted at the sole discretion of Housing, through Sunday, May 12, 2020. 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 and is approved before May 1, 2020.

Requests for occupancy after May 10, 2020 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 Office of Student Financial Services together with other registration charges. University students can arrange with the Office of Student Financial Services 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, 2019 (January 1, 2020 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 cancellation fees;
- 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;

- C. After the applicable date in (A) a new student in category (A) (b) may not cancel this agreement during the fall semester;
- D. Any student who is released from this agreement 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-or checkout, whichever is latest, in addition to any other applicable fees.

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 may cancel this agreement by written request to Housing without cancellation fees;
- B. After the applicable date in (A), a returning student that will be participating in a University-sponsored off-campus internship or exchange program may cancel this agreement by written request to Housing without cancellation fees;
- C. After the applicable date in (A), a returning student that a) will not be a registered student, b) receives a release recommendation from the Office of Disability Resources, or c) receives a release from the residency requirement (including commuters) may cancel this agreement by written request to Housing with fees according to the following cancellation schedule:

Room chosen in room selection process

- End of room selection – June 15 \$200 cancellation fee
- June 16-August 1 \$400 cancellation fee
- August 2 – no show date \$900 cancellation fee

Room not chosen in room selection process

- End of room selection – May 1 no cancellation fee
- May 2 – June 15 \$200 cancellation fee
- June 16 – August 1 \$400 cancellation fee
- August 2 – no show date \$900 cancellation fee

- D. Any student who is released from this agreement for the fall semester and a) receives the release after August 28, 2019, and/or b) checks into the assigned room will be charged per day (based upon room rate) from August 28, 2019 through the date of release-or checkout, whichever is later, in addition to any other applicable fees.

Second Semester Releases

- A. Prior to December 1, 2019, 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, or c) receive a release recommendation from the Office of Disability Resources due to a new medical condition may cancel this agreement for the spring semester by written request to Housing without penalty when the room is vacated by December 19, 2019.
- B. Prior to December 1, 2019, 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 when the room is vacated by December 19, 2019.
- C. Prior to December 19, 2019, 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 by written request to Housing when the room is vacated by December 19, 2019.
- D. Any student who is released from this agreement for the spring semester and does not vacate the assigned room by December 19, 2019 will be charged per day (based upon room rate) from January 9, 2020 through the date the room is vacated, in addition to any other applicable fees.

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 agreement period are liable for and will be charged a) the daily rate computed to the date of checkout or checkout in absentia by a University official, or b) the full semester charge if checkout or checkout in absentia occurs after Sunday, November 10, 2019 for the fall semester, or Sunday, March 29, 2020 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. AGREEMENT TERMINATION

ALL AGREEMENTS 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 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 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 agreement 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 Student Code of Conduct.

5. REPOSSESSION BY THE UNIVERSITY

The University reserves the right to repossess student rooms and residence hall facilities in the event of an emergency, as defined by the University.

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 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, 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 agreement 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. Students must also review a room condition report by the designated deadline for this check-in. This form, when countersigned by a University 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 by the designated deadline will result in the student assuming responsibility for all damages in the room.

11. CHECKOUT REQUIREMENTS

At the termination of the occupancy period, the student must complete the checkout procedure through a Residence Life or Greek Life staff member or by express checkout. A student 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 condition report, d) signing the room condition report, 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 and waive his/her rights to appeal any damage charges. The room condition report 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 request a room change after the official no-show date for each semester. During the remainder of the semester, students may move only after receiving written approval from their residential college/community coordinator or the 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 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 email 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.

17. SPECIAL PROGRAMS

Housing has established special program floors and buildings (i.e. gender inclusive 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. UNIVERSITY BOARD PLAN

Meal plan participation is mandatory for all first and second year students. The board calendar is based on the University's undergraduate academic calendar. During scheduled breaks there are reduced or no dining options

offered in the residential dining commons. Meal plans contain CaseCash which is intended to supplement and support the plan and can be used at various retail locations. Schedules of operating hours are posted online at <http://case.cafefonappetit.com/>.

The initial meal plan is selected on the housing website (<http://housing.case.edu/myhousing>) and rolls over automatically from Fall to Spring semester of the academic year.

Instructions on how to make Meal Plan changes

Meal Plan/CaseCash changes, additions and cancellations can be made at <http://housing.case.edu/myhousing>. The online option will be active for an extended period prior to the start of each semester and will end on Friday of the first week of classes at 5:00 PM. After this time, it is no longer possible to change meal plans for the semester. Note that not all meal plan selections are available to all students. For questions, please contact mealplan@case.edu.

CaseCash Additions and Changes

Students can supplement their CaseCash accounts to \$1000 per semester on the housing website. These supplementary funds are billed to the students' SIS account. Unlike funds associated with meal plans, supplementary CaseCash must be requested each semester.