

# RESIDENCE HALL AGREEMENT UNDERGRADUATE HOUSING Summer 2023

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 will be emailed to the applicant or may be obtained via the Housing web site (<http://case.edu/housing/policies-and-procedures>). A copy of the CaseCash Terms and Conditions can be obtained from Auxiliary Services (157 Yost Hall, 216-368- 2273, [mealplan@case.edu](mailto:mealplan@case.edu), [www.caseonecard.com](http://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 2023, summer 2023, or fall 2023 semester, and must be in full compliance with all university policies and procedures, including those related to COVID-19. Students agree and understand their placement within University Housing may be affected by their COVID-19 vaccination compliance status.

## 2. OCCUPANCY PERIOD

The student may occupy the assigned room any length of time between May 28, 2023 – August 6, 2023. 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.

### *Transition Housing*

Students with a spring housing agreement can apply for transition housing which starts on May 12 through May 27, 2023. Students will move into their summer housing assignment between Thursday, May 25 and Saturday, May 27, 2023, once their room is available.

Students with a fall housing agreement can apply for transition housing which starts on August 6 through August 23, 2023. Fall transition is only available for summer residents with a fall assignment in a university-operated residence hall or Greek house. Students stay in their summer assignment until they move into their fall assignment between August 10 (9 a.m.) and August 12 (9 p.m.), 2023, 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

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

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 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 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 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. 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 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, 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 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 an online room condition report by the designated deadline for this check in. This form 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 submit the form by the designated deadline will result in the student assuming responsibility for the condition of the room at check-in.

## **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 and d) 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 request a room change after the official no-show date for each summer term. Students may move only after receiving written approval from their residential community director 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.

### *Dispute Charges*

Students will be able to dispute damage or cleaning charges on their account through the MyHousing portal. The student has fifteen days to appeal disputable charges as outlined in the process.

## **15. AIR CONDITIONERS**

Installation and use of non-University-supplied air conditioning equipment is prohibited. Air conditioners may be requested for medical reasons only subject to medical verification and approval from the Office of Disability Resources (402 Sears Building, 216-368-5230, disability@case.edu). Housing will install a free-standing AC unit once approved.

## **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 CASE CASH**

Students can 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. These supplementary funds are billed to the students' SIS account. The summer CaseCash is non-refundable and can roll over to your fall account.