



2019-2020 TERMS & CONDITIONS

The Housing Contract is a legal and binding agreement between you and the Euclid Avenue Development Corporation which owns the residence halls of Cleveland State University. *In signing this contract, you are making a commitment for, and agreeing to pay for, services in one of the residence halls.*

Before Signing this Contract:

- A. Carefully read the entire Terms and Conditions and Residence Hall Contract (together, the "Housing Contract") to understand what you are signing.
- B. Review your financial resources to make sure you have the appropriate funding.
- C. Understand that no release from the contract obligation will be given after the Housing Contract is signed and the applicable Housing Contract cancellation deadline has passed, except as provided in this Housing Contract.

1. Parties

- A. This Housing Contract is by and through Euclid Avenue Development Corporation as owners ("Owner") on behalf of Cleveland State University, and the resident ("the resident"), or the resident's parent or legal guardian where applicable, whose name appears on the contract.
- B. This Contract is not transferrable nor does it create any leasehold or other estate rights in real property. Consequently, the resident may not sublet the room or apartment for which this contract is signed.

2. Nature of Contract

- A. Housing Contract Offer
 - i. The delivery of this Housing Contract to the resident constitutes an offer of accommodations and services in university housing.
 - ii. This offer is contingent upon availability of space within university housing and under the terms described herein.
- B. Contract Acceptance
 - i. This Housing Contract is duly accepted when
 - a. The named resident and/or the resident's parent/guardian signs the Residence Hall Contract
 - b. The signed Residence Hall Contract is submitted to Residence Life with appropriate fee(s) (application fee paid and deposit submitted) by the deadline specified in the offer; and
 - c. Acceptance of the Housing Contract is acknowledged in writing, including e-mail, to the resident by Residence Life.
 - ii. All applicants must meet the eligibility requirements outlined in Section 6 of this Housing Contract for their designated housing preference. The Owner reserves the right to deny housing based upon inability to meet the eligibility requirements.

3. Contract Cancellation

- A. Once accepted, a Housing Contract may be cancelled **without fee or penalty**
 - i. By the resident if written notice is received by the Residence Life Office by no later than the following dates:
 - a. When the term of the contract begins with the fall semester, the cancellation deadline is May 15
- B. Once accepted, a Housing Contract may be cancelled **with penalty**
 - i. By the resident or
 - ii. By Residence Life on behalf of the Owner for:
 - a. Loss of resident's eligibility for housing
 - b. Failure of the resident to take occupancy
 - c. Withdrawal from the university prior to the end of the contract term
 - d. Breach of contract by the resident.
- C. Cancellation Penalty
 - i. A Housing Contract cancelled by either the resident or Owner will incur the corresponding cancellation penalty:
 - a. Cancelled May 16-June 15 -- \$100
 - b. Cancelled June 16-July 15 -- \$200
 - c. Cancelled July 16-September 1 -- \$300
 - d. Cancelled during the contract term -- \$100

4. Eligibility for Housing

- A. Eligibility requirements for undergraduate students:
 - i. Any person who has been admitted to, or who has enrolled in the university as a degree-seeking student registered for 6 or more credit hours at the University by August 1 is eligible to enter into this Housing Contract with the Owner, except as otherwise provided herein.
 - a. Students who are registered for a New Student Orientation session to take place after August 1 may be granted an exception to this requirement at the sole discretion of the Director of Residence Life.
 - ii. The Owner, in its sole discretion, may grant an exception to the credit hour requirement if the student is participating in University sponsored-internships and externships (e.g., student teaching).
- B. Eligibility requirements for English as a Second Language (ESL) program students:
 - i. Any person who is a currently enrolled in the ESL program is eligible to enter into this Housing Contract with the Owner, except as otherwise provided herein.
- C. The Owner, in its sole discretion, reserves the right to deny or revoke housing eligibility for students who have been convicted of a crime, excluding a minor traffic violation.
- D. The Director of Residence Life may, in his or her sole discretion and without notice from the student, determine that the student is no longer eligible for university housing and cancel the Housing Contract at any time during its term.
- E. Subject only to the foregoing, a resident who loses eligibility during the term of the contract for any reason must notify the Residence Life Office, complete the check-out procedures applicable to the relevant building, and vacate the assigned premises within 72 hours of the loss.

5. Term of the Contract

- A. The beginning and ending dates of the contract shall be as specified on the Residence Hall Contract. The contract is binding on the Owner and on the resident (and the resident's parent or legal guardian where applicable) for the entire term of the contract and cannot be terminated except under conditions cited in this contract.
- B. If space is available, the resident may be permitted, in the sole discretion of Residence Life, to arrive or depart earlier or later than the specified dates. Residence hall early arrival or late fees are processed separately and are assessed at a daily rate.

6. Space Reservation Fee/Security Deposit

- A. To accept the offer of housing and reserve a residence hall room space, each new Housing Contract must be sent or submitted to Residence Life and accompanied by a \$200 payment.



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- i. Checks or money orders should be made payable to Cleveland State University.
 - ii. Online credit card payments accepted at tinyurl.com/CSUsecdep.
 - B. After serving the purpose of reserving space for the beginning semester of the term of the contract, the space reservation fee will serve as a security deposit.
 - C. Returning residents are not required to submit an additional space reservation fee if a security deposit is currently on file.
 - D. If space is not available, and/or the contract is not accepted by the Owner, the reservation fee will be refunded in full.
 - E. Failure to fulfill any of the terms of this Contract will result in the forfeiture of the deposit, unless
 - i. The student is denied admission to the University, or
 - ii. The student is activated for military service.
 - F. Upon the ending of the contract term,
 - i. For residents not continuing in university housing, the security deposit will be refunded within 30 days as a credit to the resident's student account, less
 - a. Any and all due and payable housing fees, including any and all assessed damage fees.
 - ii. For residents signing a Housing Contract for the next academic year, the deposit will automatically be credited as a security deposit for that year.
 - a. Any damage or other fees owed for the current year will be assessed as a separate fee.
- 7. Assignments**
 - A. The room contracted by the resident will be that assigned by Residence Life and for the term noted on the Residence Hall Contract. Residence Life will reasonably attempt to accommodate, but cannot guarantee, the resident's expressed preferences for a specific building or, if applicable, roommate or room type.
 - i. Any mutual roommate requests must be submitted in writing by all parties to Residence Life on or before June 1 for the fall semester and on or before December 1 for the spring semester.
 - ii. Residents will not be assigned to nor may they share a room with nor otherwise cohabit with a member of the opposite sex.
 - B. The resident agrees that occupancy of the assigned room is limited to residents assigned to that room, that the room will be used only as living space, and that the space will not be loaned to or occupied by non-residents.
 - C. The resident agrees that assignment to a double-occupancy sleeping room permits occupancy of only one-half of the space, and the remaining half must be kept available for occupancy by another resident, even if no occupant is assigned.
 - i. Residence Life may assess a fee to the resident if a new roommate is unable to move in because the space has not been kept vacant and available.
 - D. All roommates have equal and equitable rights to shared spaces (e.g. living room, kitchen, bathrooms) within assigned rooms.
 - E. Willingness to participate in gender-neutral housing may be indicated by completing a separate application which acknowledges the potential to be assigned to a room without regard to gender.
 - F. The Owner reserves the right to make temporary assignments which increase the occupancy of a room to accommodate additional demand for housing.
 - G. The Owner provides equal housing to qualified residents without regard to race, color, religion, national origin, sex, age, sexual orientation, handicap or disability, disabled veteran, Vietnam era veteran or other protected veteran status.
- 8. Occupancy**
 - A. The resident's acceptance of room key(s) to the assigned room shall be considered occupancy for purposes of this Contract.
 - B. The Owner may cancel the contract and assess the appropriate cancellation penalty if the resident does not take occupancy
 - i. On or before the second day of regular classes for the semester in which the contract begins.
- 9. Services Period and Services Provided**
 - A. The Owner agrees to furnish to the resident a space in the residence halls, hereinafter referred to as room, and to grant the resident the use of the facilities in that residence hall.
 - B. The room's furnishings will include a bed, dresser or wardrobe, desk chair, and desk. Suite-style rooms also include a loveseat, chair, and entertainment table; suites with kitchenettes will include typical kitchen appliances.
 - C. The Service Dates are specified on the face of the Residence Hall Contract.
 - D. The Owner reserves the right to close the residence hall and prohibit access to the building or specific rooms within the building in the event of an emergency.
- 10. Utilities**
 - A. The Owner agrees to provide reasonable amounts of heat, water, electricity, and waste disposal consistent with university policies during the contract services period.
 - B. Cable and internet services are included in the room fee.
 - C. Telephone services are not provided.
- 11. Repairs**
 - A. The Owner agrees to make all necessary repairs and perform maintenance in the residence hall and the resident's room through its authorized personnel.
 - B. Repairs will be made to the room and to university furnishings upon request or in accordance with routine schedules. Charges may be assessed to the resident in accordance with Section 15 below.
- 12. Keys**
 - A. The resident agrees to be responsible for the key to his or her assigned room and/or mailbox. The resident further agrees not to have or allow the key to be duplicated nor transfer use of the key.
 - B. The resident agrees to report loss of the assigned keys and to pay the charges for changing the cores of all locks on doors, drawers, and mailboxes affected by the loss.
 - C. The resident agrees to turn in all keys to the Department of Residence Life upon termination of this contract or upon written notice from the Department of Residence Life.
- 13. Care of Facilities**
 - A. The resident agrees to be directly and financially responsible for keeping the assigned sleeping room and its furnishings clean and in the same condition as when it was assigned, excluding normal wear and tear, and to cooperate with roommates in the common protection of property and cleanliness and condition of any and all shared spaces.
 - B. The resident agrees to notify Residence Life of any deteriorated conditions of the room or its furnishings so timely repairs may be made.
 - C. The resident agrees not to modify or cause or allow for the modification of the assigned room or other parts of the building.



- D. The resident agrees to pay charges when assessed for room damages or special housekeeping or maintenance necessary due to misuse or abuse of facilities for which the resident is responsible.
 - i. Damage and cleaning charges include but are not limited to
 - a. Costs associated with removal of posters, stickers, or decals attached to the doors, walls, or room contents
 - b. Any tampering with cable television wiring or equipment
 - c. Repairing holes in the walls
 - d. Replacement or repair of telephone and data jacks and wiring which are the property of the University
 - e. Cleaning costs upon check-out for rooms that are not clean
 - ii. The cost of any damage will be assessed equally among the residents of the room unless and until the identity of the student(s) responsible for the damage is determined.
- E. The resident agrees to not remove furniture from the assigned room or suite without prior written authorization from the Director of Residence Life.
- F. The resident, as well as Residence Life staff, is expected to inventory the assigned room and suite upon checking in and checking out of the residence hall.

14. Room Entry and Inspections

- A. The Owner and the University affirm their respect for each resident's right to privacy in his or her own room and agree to use reasonable effort to provide at least 24 hours' notice prior to making inspections for damage and cleanliness.
- B. The resident agrees to and authorizes entry with or without notification to perform maintenance, to make inspections, to inventory and/or reclaim Owner's or University's property, to address health and safety issues, to resolve unsafe or unsanitary conditions, to investigate violations of the CSU Student Conduct Code or Residence Life Policies and Procedures, to verify occupancy, and for any emergency situation.
- C. The resident acknowledges that entry and inspection by Owner, University, or law enforcement officials for discovering violations of University rules, regulations, policies and procedures, or local, state, or federal law shall be in accordance with University policy and/or local, state and federal law, as applicable.
- D. A resident's request for maintenance will constitute authorization to enter the resident's room.

15. Use of Common Areas

- A. The resident will have the nonexclusive, revocable right to make normal use of the common areas of the building in which the assigned room is located, including but not limited to TV lounges, study lounges, and laundry facilities.
- B. The resident agrees to treat all public areas in the assigned residence hall and to use the equipment located in them in an appropriate manner. Any damage to public areas and/or equipment should be reported immediately to Residence Life and a damage fee will be assessed equally among the residents of the specific floor or all residents in the residence hall depending on the location of the damage(s) unless and until the identity of the student(s) responsible is determined.

16. Behavior and Conduct/Resident Responsibilities

- A. The resident agrees to review and observe all published rules affecting his or her status with the university, specifically including the CSU Student Code of Conduct, the Resident Handbook, and posted housing rules established by university officials and/or the Owner, all of which are incorporated into this Contract by reference.
- B. The resident agrees to conduct him or herself in such a manner as to allow others the quiet enjoyment of the residence halls. The resident agrees to abide by the laws of the State of Ohio and to avoid causing excessive noise and/or disruptive behavior and understands that he or she may be required to provide and use earphones or to remove stereos or musical instruments from the room if the use of such equipment is causing a disturbance.
- C. The Owner reserves the right to amend or modify the Residence Life Handbook and the University reserves the right to amend or modify the CSU Student Code of Conduct as deemed necessary by the Owner or the University during the term of this Contract.

17. Reassignment

- A. Rooms or apartments are subject to reassignment at any time. Residence Life may alter the resident's assignment for reasons including, but not limited to, Americans with Disabilities Act (ADA) compliance, disciplinary reasons, catastrophe, renovation or closing of a facility, consolidation of vacancies, unavailability of space, violation of specific living area expectations, unresolvable incompatibility of roommates, unpaid housing or dining fees, facility maintenance, or at the request of the resident.
- B. The resident understands and agrees that the resident's contract is for a room assignment determined by Residence Life, not for any particular room, and that Residence Life may reassign the resident to another room at any time when there is reasonable cause to believe that the resident has violated the CSU Student Code of Conduct, the Resident Handbook, or posted housing rules established by university officials and/or the Owner.
 - i. When a violation or alleged violation of these regulations occurs, the resident agrees to appear before the proper judicial body and/or the Director of Residence Life or the Director's designee(s) depending on the nature of the alleged violation.
 - ii. Violations related to Resident Handbook and Contract may result in sanctions ranging from verbal reprimand to cancellation of the Housing Contract.
 - iii. Violations of the CSU Student Code of Conduct may result in sanctions ranging from reprimand to dismissal related to student status. Some violations due to their nature may result in sanctions from both adjudicating bodies.
 - iv. The Director of Residence Life shall have the sole authority, prior to any hearing, to remove immediately the resident from the residence hall if he/she believes that such action is necessary for the resident's health or safety, the health or safety of other residents, or for other appropriate reasons.

18. Breach of Contract

- A. The resident agrees that breach of contract exists when it is determined by the appropriate university official and/or judicial body that a violation of provisions of this contract or of rules and regulations of the university has occurred.
- B. If this contract is cancelled by the Owner for the resident's breach of contract,
 - i. The resident's obligation to pay the remaining room and board fees for the semester in which the violation occurred and/or the semester in which the decision is rendered remains in effect, and
 - ii. A cancellation penalty as defined in Section 3C will be applied to the student's account.

19. Relief of Contract Obligations

- A. Authority for relief from any contract obligations is held solely and exclusively by Residence Life.
- B. The resident who moves out of university housing during the term of contract without relief from contract obligations and remains enrolled will continue to be liable for housing fees that accrue against his or her account, whether or not the resident uses the services.

20. Fees and Payments



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- A. Room fees due are specified by the rates in the Residence Hall Contract.
 - B. The resident agrees to pay the fees for residence hall accommodations and services in full and in accordance with the schedule determined by the University.
 - C. A late fee of \$100 may be assessed for accounts not paid in full by the due date.
 - D. The Office of Treasury Services offers a Budget Payment Plan (BPP) and should be contacted directly to establish such a plan.
 - i. Enrollment in a BPP does not relieve the obligation of timely payment of all amounts due before the resident can occupy a room.
 - E. The Owner reserves the right to deny, suspend or revoke housing eligibility or cancel any Housing Contract for failure to pay fees in a timely manner, including BPP payments.
 - F. The resident agrees that failure to make payments as prescribed does not relieve the resident of contract obligations and understands that nonpayment may result in removal from the residence hall, reassignment of current room, or denial of residence halls services, including refusal to enter into subsequent Housing Contracts with the resident or grant housing during break periods. Further, the Owner may seek the university's support in cancellation of current student enrollment, and/or denial of subsequent university registration and/or release of transcripts until the amounts due are paid.
 - G. The Owner reserves the right to discontinue facilities and services not expressly agreed to in this contract.
 - H. The resident acknowledges that rates for housing are subject to change annually at the start of a new academic year.
 - I. The Owner agrees not to change fees or services rendered nor method of payment of same as described herein except upon prior written notice when the Owner determines that changing conditions warrant such action.
- 21. Refunds**
- A. Any refund of housing fees will be based upon the date the resident completes the published check-out procedures and University's published refund schedule, and will be credited to the resident's student account. The availability of funds credited to the resident's student account will be impacted by any other charges due to the university at that time.
- 22. Liability and Insurance**
- A. The Owner acknowledges, and the resident is hereby made aware, that damage, criminal activity, personal injury and theft occur, and the risk exists for these and other such future occurrences which may cause bodily injury or property damage on University premises, specifically within and around the assigned residence hall. Therefore, the resident agrees to assume responsibility for his or her own personal safety and security, as well as for his or her personal belongings.
 - B. Neither the Owner nor the University assumes responsibility for any resident's, guest, or other person's loss of money or valuables, or for the loss or damage to property, or injuries, personal or otherwise, sustained on or about the residence halls. **The Owner and University recommend that the resident contact an insurance carrier concerning the availability of protection against any such losses.**
 - C. The resident understands and agrees that medical insurance is the resident's responsibility, and further understand and agree that neither the Owner nor the University provides medical insurance as part of this contract. In case of emergency, accident, illness, or other incapacity, the resident gives permission to be treated by a medical professional and admitted to a hospital, if necessary, and the resident assumes responsibility for all medical and emergency expenses incurred on the resident's behalf regardless of whether the resident otherwise explicitly authorizes. **The Owner and University require that all students purchase Student Health Insurance or provide proof of other medical insurance.**
 - i. The resident must provide proof of health insurance coverage in effect during all periods residing in campus residence halls. The Owner reserves the right to assign the resident to the least expensive health insurance plan if the resident fails to complete this requirement prior to taking occupancy of the room. In such a circumstance, the resident remains fully responsible for the related fees.
- 23. Meal Plans**
- A. All residents in university housing are required to select one of the residential meal plans and the resident agrees that the obligation to participate in a meal plan is binding for the entire term of this Housing Contract.
 - B. Residents agree to enter into a separate contract for a residential meal plan with CSU Dining Services and comply with its requirements.
 - C. The Owner reserves the right to assign the least expensive residential meal plan applicable for any resident who does not have a meal plan contract in place prior to occupancy of a residence hall. In such a circumstance, the resident remains fully responsible for the related fees.
- 24. Parking**
- A. Parking permits for residents for on-campus parking are available from Parking Services. The resident acknowledges and agrees that parking space adjacent to the assigned residence hall is not guaranteed.
- 25. Early Contract Termination**
- A. Except as expressly set forth below, the resident is obligated for the entire term of the contract for the stated dates and fees set forth on the face of the Residence Hall contract.
 - B. The resident may request in writing early termination of the Housing Contract by
 - i. Documenting a significant and compelling change in circumstances,
 - ii. Within 10 days after the specific, precipitating event causing the change in circumstances,
 - iii. Including third-party supporting information, and
 - iv. Submitting all information to Residence Life.
 - C. The Owner will convene on a regular basis a contract review committee to consider all properly submitted early termination requests. The Owner agrees to notify the resident of the date the committee is meeting.
 - i. Resident's failure to attend the contract review committee is not grounds for an appeal of the committee's decision nor does it relieve the resident of the obligations of the Housing Contract.
 - D. Requests for early contract termination based on a student's health and well-being will be reviewed by the Director of Residence Life.
 - E. The resident may relinquish all continuing rights under the contract, notify Residence Life, and cancel the contract early without penalty effective at the end of the semester he or she
 - i. Completes all degree requirements and graduates. Any refund minus any applicable charges will be issued for any pre-paid housing fees and/or deposit.
 - ii. Participates in a study abroad program during the spring semester. Any refund minus any applicable charges will be issued for any pre-paid housing fees and/or deposit.
 - a. Participation in a study abroad program is subject to verification, and if not verified, the contract remains in effect and full force.
 - b. Notification of participation in a study abroad program must be given to Residence Life in a timely manner.
 - F. Unless otherwise determined by the contract review committee, the resident remains responsible for all housing and dining fees up to and including the date of the early termination and any subsequent days until the resident has successfully checked out of the residence hall.
- 26. Withdrawal from the University**
- A. The parties agree that the contract may be cancelled and a cancellation penalty applied if



- i. The resident voluntarily withdraws from the university prior to the end of the academic term, or
 - ii. The resident is dismissed as a result of academic performance.
 - B. The resident who withdraws from the university agrees to relinquish any rights of occupancy or services granted under this contract and further agrees to vacate the assigned space within 72 hours of withdrawing according to the published check-out procedure for the residence hall. Any approved refund will be based on the date check-out is successfully completed.
- 27. Choice of Law**
- A. This Contract is governed by the laws of the State of Ohio, regardless of the place of execution. Any legal action arising pursuant to this Contract shall be brought in a court of competent jurisdiction in the State of Ohio.
- 28. Reservation of Rights**
- A. The rights and remedies of the Owner set forth herein are in addition to all other rights and remedies allowed under law and equity. By signing the Housing Contract, the resident agrees to be bound by all the terms and conditions stated herein and adhere to written policies and procedures of the Owner, University, and Residence Life.
- 29. Acts of God**
- A. If either party is prevented from, or delayed in, completing performance of any or all of its obligations under the Housing Contract (other than payment of rent and fees) by an act of God or any other occurrence beyond the party's control, the party will be excused from performance for as long as it is reasonably necessary to complete performance.
- 30. Waiver**
- A. No waiver of any default in the performance of the Housing Contract between the Owner and the resident shall be effective unless in writing and signed by the waiving party. The waiver of a particular default in the performance of the contract shall not constitute a waiver of any other or subsequent default. The resort to a particular remedy upon a default shall not constitute a waiver of any other available remedies.
- 31. Severability**
- A. If any provision of the contract between the Owner and the resident is determined to be invalid or unenforceable, the remainder of the contract shall not be affected and shall remain in effect.
- 32. Entire Agreement**
- A. These terms and conditions, together with the Residence Hall Contract and acceptance forms, contain the entire contract between the Owner and the resident and supersede any and all prior agreements or representations between the parties pertaining to the same subject matter. The Owner may, in its discretion, increase the rent or otherwise alter the terms and conditions of the contract effective upon the commencement of any renewal term.

Tobacco Free Campus Policy

Cleveland State University has a vital interest in maintaining a safe, healthy and respectful learning and working environment for members of the university community. The university seeks to set a model for a tobacco free workplace and promotion of healthy lifestyles now and in the future. Research findings show that use of tobacco products in general constitutes a significant health hazard.

Tobacco use, including the sale, advertising, sampling and distribution of tobacco products and tobacco related merchandise is prohibited in all university facilities, on all university grounds, whether leased or owned, and at university-sponsored events, regardless of the venue.



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Contact Information

To contact Owner: Director of Residence Life
2450 Euclid Avenue
Euclid Commons 198
Cleveland OH 44115-2440
Email: reslife@csuohio.edu
Phone: 216.687.5196
Fax: 216.687.5156

For Housing Payments:

Made in person: Cashier's Office
or online: BH 115
<https://www.csuohio.edu/treasury-services/cashiers-office>

For Deposits: Office of Residence Life
2450 Euclid Avenue
Euclid Commons 198
Cleveland OH 44115-2440
tinyurl.com/CSUsecdep

Mailed to: Cleveland State University
Office of the Treasury
2121 Euclid Avenue
Cleveland, OH 44115

All notices related to this Contract and your housing privileges will be sent electronically to your CSU email address. Please notify the Department of Residence Life immediately in writing if your email address changes.