

## Terms Of The 2014-2015 Cleveland State University Residence Hall Contract by and through Euclid Avenue Development Corporation

### A. Eligibility:

1. To be eligible to live in a CSU residence hall which is owned by Euclid Avenue Development Corporation ("Owner") and operated on behalf of the University, you must be a degree seeking student and registered for a minimum of six (6) credit hours at the University or be a current student in the English as a Second Language (ESL) program for the semesters during which you will reside on campus. For annual Contract, you are not required to be registered for a minimum of six (6) credit hours during the summer session but must be registered for a minimum of six (6) credits the upcoming fall semester with the exception of spring graduates. The Director of Residence Life may, in his or her sole discretion, revoke your housing privileges and cancel this Contract, at any time during the term of this Contract; if it is determined you are not in compliance with this section.
2. The Owner, in its sole discretion, may grant an exception to this requirement, if you are participating in University sponsored-internships and externships (e.g., student teaching) and you are in good standing under the terms of this Contract.
3. Community Standards of Conduct. The Owner, in its sole discretion, reserves the right to deny or revoke housing privileges if you are or have ever been convicted of a crime excluding a minor traffic violation. Under this Contract, you are required to report any and all convictions to the Department of Residence Life immediately. You are required to update this information with the Director of Residence Life immediately, in writing, if your status related to this item changes.
4. You must provide proof of health insurance coverage for the semesters during which you will reside on campus. Owner reserves the right to assign you to the least expensive health insurance plan if you fail to complete this requirement prior to taking occupancy of your room. In such a circumstance, you remain fully responsible for the related fees.

### B. Deposit:

1. Each new CSU Residence Hall Contract must be accompanied by One Hundred Twenty-Five Dollars (\$125.00), the remaining balance of the One Hundred Fifty Dollar (\$150.00) deposit. Your check or money order should be made payable to Cleveland State University and payment must accompany this Contract.
2. If you are a returning resident, no additional deposit is required if you currently have a deposit on file.
3. If you fail to fulfill any of the terms of this Contract, you will forfeit your One Hundred Fifty Dollar (\$150.00) housing deposit unless you are denied admission to the University or you are activated for military service.
4. If you fulfill the terms of this Contract, then a Refund of all or a portion of your One Hundred Fifty Dollar (\$150.00) housing deposit will be refunded in the form of a credit to your student account within thirty (30) days. The amount of your Refund will be determined after any and all due and payable fees, including any and all damage fees, have been assessed. The availability of funds credited to your student account will be impacted by any other charges due to the university at that time. If you are signing a Contract for the next academic year, your deposit will be rolled over to cover the deposit for the next academic year and any damage fees that you owe for current year will be assessed as a separate fee
5. Daily room fees will be assessed for early arrivals.
6. Any Refund of room fees will be based upon the date you complete the published check-out procedures and University's published refund schedule, and will be credited to your student account. The availability of funds credited to your student account will be impacted by any other charges due to the university at that time.

### C. Room Availability:

1. Rooms are available according to the dates on your Contract and are subject to availability. Your first room choice is not guaranteed and the Owner, in its sole discretion, will make all room assignments.
2. The Owner reserves the right to close the residence hall and prohibit your access to your room in the residence hall in the event of a campus emergency.
3. If you are assigned to a double occupancy sleeping room, you are permitted to occupy only the one-half (1/2) of that sleeping room that is designated as your assignment. You must leave the other one-half (1/2) of the sleeping room unoccupied if the Owner does not assign a roommate. You may be charged an additional amount if the University assigns a roommate to the room and the roommate is unable to move in because you have occupied more than one-half (1/2) of the room.
4. If you are assigned to a room with shared spaces (e.g. living room, kitchen, bathrooms) you are expected to share these spaces equitably with the others assigned to the suite.
5. If you sign an annual Contract, you may be assigned to a different room and/or residence hall during the lease term for consolidation purposes.

### D. Fees:

1. Your actual room and board fees will be based upon the specific rate as indicated on this Contract.
2. Your total residence hall fees must be paid in full in accordance with the schedule determined by the University. Payments may be made in the Cashier's Office or mailed to Cleveland State University, Office of the Treasury, 2121 Euclid Avenue, Cleveland, OH 44115. If you do not pay in full by the scheduled due date, you will be assessed a late fee of Twenty-five Dollars (\$25.00). You may contact the Office of the Treasury Services to inquire about the Budget Payment Plan (BPP), but you must make the first payment prior to move in and maintain the schedule determined by the University.
3. The Owner reserves the right to deny, suspend or revoke your housing privileges and cancel your housing Contract if you do not pay your residence hall fees, including schedule payments for a Budget Payment Plan, on time.
4. The payment process is currently under review. The Owner reserves the right to amend this process and changes will be implemented after reasonable notice to residents.

### E. The Owner will provide the following:

1. Your room will include the following furnishings: a bed, dresser or wardrobe, desk chair, and desk. If you are assigned to a suite, you will also be provided with a loveseat, chair, and entertainment table for which you share responsibility with the other students in the suite. If your suite has a kitchenette, you share responsibility with the other students in the suite for the appliances and furniture provided.
2. You will receive a room key and a mailbox key. If your room key is lost, you must pay for the re-coring of the room lock and new keys. If your mailbox key is lost, you must pay for a duplicate key. Only Owner or University officials may duplicate room keys and mailbox keys. You must surrender all keys to the Department of Residence Life upon termination of this Contract or upon written notice from the Department of Residence Life.
3. As a resident of a CSU residence hall, you may use all public areas in the specific hall to which you have been assigned, including but not limited to TV lounges, study lounges, and laundry facilities.
4. There is no telephone service provided by the Owner.

### F. Assignment of Roommates:

1. 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.
2. The Owner, in its sole discretion, reserves the right to make all room and roommate assignments. However, the Owner will use its best efforts to assign your roommate of choice. Any mutual roommate requests must be submitted by all parties, in writing, to the Department of Residence Life on or before June 1<sup>st</sup> for fall semester and on or before December 1<sup>st</sup> for spring semester.
3. If a vacancy develops during the term of this Contract, the Owner may assign another resident to that space. Additionally, the Director of Residence Life, in his or her sole discretion, has the right to relocate residents within a CSU residence hall or to another hall, as necessary.
4. You may not share a room or otherwise cohabitate with a member of the opposite sex. You may request permission, in writing, from the Director of Residence Life to share a room with your spouse if your spouse is also eligible for housing in a CSU residence hall. A copy of your valid marriage certificate is required.

### G. Right to Enter:

The Owner and the University affirm respect for your right to privacy in your room and agree to use best efforts to give you at least twenty-four (24) hours notice prior to making inspections for damage and cleanliness; however, you authorize the Owner and/or a designee and University to enter your room with or without notification to perform maintenance, to make inspections, to inventory and/or reclaim Owner or University 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 in any emergency situation. You agree that entry and inspection of your room by Owner, University and 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.

### H. Residence Hall Policies and Procedures:

1. In addition to compliance with this Contract, you agree that you will abide by all University rules and regulations concerning student behavior on campus, in residence halls, in dining hall and/or in your room, as explained in the Resident Handbook and the CSU Student Code of Conduct, both of which are incorporated into this Contract by reference.
2. When a violation or alleged violation of these regulations occurs, you will be required 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. Violations related to Resident Handbook and Contract may result in sanctions ranging from verbal reprimand to termination of your Residence Hall Contract. Violations of the CSU Student Code of Conduct may result in sanctions ranging from reprimand to dismissal related to your student status. Some violations due to their nature may result in sanctions from both adjudicating bodies. If this Contract is terminated by the Owner because of any such violations, you will not be entitled to a Refund of room and board fees for the semester in which the violation occurred and/or the semester in which the decision is rendered; and you will be assessed the Cancellation Penalty as defined in Section P. The Director of Residence Life shall have the sole authority, prior to any hearing, to immediately remove you from the residence hall if he/she believes that

such action is necessary for your health or safety, the health or safety of other residents, or for other appropriate reasons. In the absence of the Director of Residence Life, the Associate Director of Residence Life may assume this authority.

3. 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.

**I. Meal Plan:** The Owner requires all CSU residents to participate in a University meal plan for the same term as your residence hall Contract.

Residents with annual contracts will be required to participate in the meal plan for the fall and spring semesters only. You are required to sign a separate contract for your meal plan with CSU Dining Services and comply with its requirements. Owner reserves the right to assign you to the least expensive residential meal plan for which your room type is eligible if you fail to complete this requirement prior to taking occupancy of your room. In such a circumstance, you remain fully responsible for the related fees.

**J. Parking:** You may park a personal vehicle on campus if you purchase the appropriate parking hangtag from Parking Services. You acknowledge and agree that parking space adjacent to your residence hall is not guaranteed.

**K. Insurance:**

1. The Owner acknowledges, and you are 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 residence hall to which you have been assigned. Therefore you agree to assume responsibility for your own personal safety and security, as well as for your personal belongings. Neither the Owner nor the University assumes responsibility for you, your guests, 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. **You are strongly encouraged to contact your local insurance carrier concerning the availability of protection against any such losses.**
2. You understand and agree that medical insurance is your responsibility. You understand and agree that neither the Owner nor the University provides medical insurance for you. In case of emergency, accident, illness, or other incapacity, you give your permission to be treated by a medical professional and admitted to a hospital, if necessary, and you agree that you are responsible for all medical and emergency expenses incurred on your behalf regardless of whether you have authorized such expenses. **The Owner and University require that you purchase Student Health Insurance or other medical insurance.**

**L. Your Responsibility for Care of Room, Its Contents and Common Areas:**

1. Once you have accepted your room keys, you have taken occupancy for the purposes of this Contract.
2. You agree to keep your assigned sleeping room clean and in the same condition as when it was assigned to you, excluding normal wear and tear. If you are assigned to a suite, you agree to share responsibility for cleanliness and condition of any and all shared spaces with the other residents in the suite.
3. You must report any damage that occurs to your assigned sleeping room and suite immediately to the Department of Residence Life. 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.
4. The cost of the removal of posters, stickers, or decals attached to the doors, walls, or room contents will be assessed equally among the residents of the room. The cost of repairing holes in the walls or other damage will also be assessed equally among the residents of the room.
5. Telephone/data jacks and wiring is University property and shall not be removed from your room. The cost of replacement or repair of this equipment will be assessed equally among the residents of the room.
6. The cost of any damage to or tampering with cable television wiring or equipment will be assessed equally among the residents of the room unless and until the identity of the student(s) responsible is determined.
7. You may not remove furniture from your room or suite without prior written authorization from the Director of Residence Life.
8. If you fail to leave the room or suite clean when the room is vacated, you will be assessed a cleaning charge.
9. You are expected to inventory your room and your suite upon checking in and checking out of the residence hall to which you are assigned. The Residence Life Staff will perform its own inventory of residence hall rooms as well.

**M. Your Responsibility for Public Areas and Equipment:**

You are expected to treat all public areas in the residence hall to which you are assigned with respect 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 the Department of Residence Life and will be assessed equally among the residents of the specific floor or all residents in the residence hall to which you are assigned depending on the location of the damage(s) unless and until the identity of the student(s) responsible is determined.

**N. No Smoking Policy:**

No smoking is permitted in CSU residence halls.

**O. Subletting:**

You are not permitted to sublet your CSU residence hall room.

**P. Cancellation:**

You are permitted to cancel this Contract within two (2) business days of signing with no penalty by submitting written notice via hand delivery or a commercial mail carrier to the Owner in care of the Director of Residence Life, 2450 Euclid Avenue, Euclid Commons 198, Cleveland OH 44115-2440. If you cancel after such time, you will forfeit your housing deposit and be assessed a contract breakage fee of One Hundred Dollars (\$100) as the Cancellation Penalty. Failure to maintain your eligibility; failure to take Occupancy of your residence hall room or a decision to vacate your room prior to the end of your Contract will be considered a cancellation for which the above penalty will apply.

**Q. Termination of the Residence Hall Contract:**

1. Except as expressly set forth below, you are responsible for room payments for the **ENTIRE ACADEMIC YEAR** or the ENTIRE CONTRACT PERIOD for annual Contracts (or the balance thereof if your Contract start date is not the start of fall semester or August 1 for annual Contracts) as indicated on this Contract.
2. You may request early termination of this Contract in writing if you are able to document a significant and legally compelling change in circumstances. Requests may be submitted up to 10 business days after the specific, precipitating event related to the change in circumstances. Requests must include supporting third-party documentation and be submitted to the Department of Residence Life. Incomplete requests will be returned and will not be considered.
3. The Owner will convene a Contract Review Committee on a regular basis to consider each individual complete request on a case-by-case basis and will notify you of the meeting date. Your failure to attend the Contract Review Committee is not grounds for an appeal and does not release you from the housing Contract. Requests based on a student's health and well-being will be reviewed by the Director of Residence Life.
4. If you are granted early termination of this Contract, you will be responsible for room and board fees up to and including the date such a decision is issued and any subsequent days until you have completed the published check-out procedure, unless otherwise determined by Contract Review Committee.
5. If you leave the University prior to the end of the academic term, this Contract will be terminated; you will be assessed a Cancellation Penalty; you will not be permitted to continue living in the residence hall to which you are assigned; and you must vacate your room immediately complying with the published check-out procedure as you do so. Any approved Refund will be based on the date that you complete the published check-out procedure.
6. Except as stated in Section H, if you are dismissed from the University as a result of your academic performance, you will receive a Refund minus the Cancellation Penalty.
7. If you submit a signed Contract with your housing deposit, but you do not take Occupancy on or before of the second day of regular classes for the semester in which your Residence Hall Contract begins or within five (5) business days for an annual Contract, the Owner will cancel your Residence Hall Contract and you will be assessed the Cancellation Penalty.
8. If you intend to complete your degree requirements at the end of the fall or spring semester you shall relinquish all claims to your room at the conclusion of the semester in which graduation occurs, your Residence Hall Contract will be cancelled with no penalty, and you will receive a Refund minus any applicable charges.
9. The Owner reserves the right to immediately deny or revoke your housing privileges if you violate Residence Life Policies and Procedures or the CSU Student Conduct Code while on CSU residence hall premises.
10. The Director of Residence Life may, in his or her sole discretion, revoke your housing privileges and terminate or cancel this Contract if you, at any time during the term of this Contract, are registered for less than the six (6) credit hours at the University or if judicial action by the University through the Dean of Students Office and/or the Department of Residence Life warrants such action.
11. The Owner reserves the right, in its sole discretion, to immediately deny, suspend, or revoke your housing privileges if you do not pay your room fees on time. Any such removal will not relieve you of fees owed up to and including the date of removal, and you will be assessed a Cancellation Penalty. If you have an overdue balance on your residence hall Contract, the Owner reserves the right, in its sole discretion, to refuse to enter into subsequent residence Contracts with you and/or grant you housing during break periods. Further, the Owner has the right to seek the University's support in such a matter including but not limited to a denial of course registration or release of transcripts.

**R. Overflow Housing**

**The Owner reserves the right to temporarily increase the occupancy of your room at the start of the fall semester to accommodate additional demand for housing.**

**S. Notices.**

All notices related to this Contract and your housing privileges will be sent electronically to the email address that you provided on your housing application. You are responsible for notifying the Department of Residence Life immediately in writing if your email address changes.

**T. Reservation of Rights and Governing Law:**

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 below, you agree to be bound by all the terms and conditions stated herein and adhere to written policies and procedures of the Owner, University and the Department of Residence Life. 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.