

John Carroll University

2012-2013 Housing Agreement and Provisions for Occupancy

The undersigned, an unmarried full time undergraduate student ("Student") and John Carroll University ("JCU"), enter into this Residence Hall Agreement upon the following terms and conditions:

1 Residency Requirement.

- 1.01 All entering students, of traditional age, need to declare their status as a resident or commuter through the Enrollment Reservation Form sent by the Office of Admission. Those not commuting from home are required to live on campus during their first two years. This policy also applies to those who transfer into the university as traditional first year students. Commuting is defined as living exclusively in the permanent and primary residence of a parent or legal guardian.
- 1.02 Once a Student establishes his/her status as a resident, he/she must seek approval for a change of status to commuter. Formal request can be made through the Office of Residence Life for consideration by the Housing Review Board. See section 14.04.
- 1.03 First year students who intend to reside on campus should indicate this on the enrollment reservation form.

2 Agreement Terms and Conditions.

- 2.01 This Agreement is for a space in the University housing system, and covers the entire academic year (both Fall and Spring semesters), or any portion of the academic year remaining at the time this Agreement is signed. Residence in University residence halls requires participation in the University's residential dining program. The Student will be assessed all fees for the agreement term if the Student enrolls but does not occupy the assigned space and does not have approval of this Agreement cancelled in writing pursuant to 14.04.
- 2.02 After acceptance by the University, **THIS AGREEMENT IS BINDING ON BOTH THE STUDENT AND THE UNIVERSITY FOR THE FALL AND SPRING SEMESTERS OF THE 2012-2013 ACADEMIC YEAR. Students who break the contract without approval will be responsible for the entire amount of the contract for the contract period.**

3. Occupancy Period.

- 3.01 The Office of Residence Life designates the "Residence Halls Open" at the start of each semester and then designates the "Residence Halls Closed" at the end of each semester. If the Student requires housing prior to or after these times, they must apply for permission to do so. Granted requests will include a charge for additional periods.
- 3.02 Room Reservations will be held until 5:00pm on the first day of undergraduate classes for both fall and spring semesters. Students must have the room and board fees paid in full and "check-in" by this time or forfeit their reservation and fees.
- 3.03 This agreement does not entitle the Student to the use of his/her room in the residence hall during the time when the Office of Residence Life has designated the residence halls closed for breaks or vacations, except under the following circumstances:
 - 3.03.01 Graduating seniors are permitted to remain on campus for commencement activities, and must then vacate within 24 hours following commencement;
 - 3.03.02 If special permission is given for occupancy before opening or after closing dates or during vacations or breaks, Student may be requested to temporarily occupy other than regularly-assigned facilities. Student will be charged an additional fee for staying in the residence halls at times when the halls are ordinarily closed.

4 Payment of Fees.

- 4.01 The Student agrees to accept the assigned space in University housing and pay room and board fees on or before the published payment dates. Current fees can be found at http://www.jcu.edu/campuslife/reslife/general_info/room_board.htm. It is the responsibility of the Student to routinely check his/her Student account to determine outstanding balances. Students who receive financial aid awards are required to pay all housing costs not covered by their awards (after all tuition and fees are paid), by the payment date set by the University. Financial aid may not be used to pay the required security deposit. Rates are also adjusted on a pro-rated basis if the room type changes. **Failure to pay fees in a timely manner will be a material breach of this Agreement.**
- 4.02 **The rates listed are only valid for the listed academic year.**

5 Security Deposit for Resident Students.

- 5.01 The University agrees to assign space and provide board only after Student has submitted the housing application along with a security deposit of \$200.00. This constitutes a security deposit against charges or other indebtedness incurred by Student during the course of occupancy pursuant to this or subsequent housing agreements with the University. Charges may be assessed against the security deposit for damage to or loss of University property, both in Student spaces and in public areas. Charges may be assessed for damage to Student spaces that is discovered during the term of the Agreement, and within 5 business days after the Student has checked out, provided the space has not been reoccupied. The security deposit will not be interest bearing. The security deposit cannot be used to offset regular amounts billed to you pursuant to this Housing Agreement. If a new Housing Agreement is signed (renewed) before the termination of this Agreement, the balance of Student's security deposit will automatically be carried forward to the new Agreement. The security deposit will be held until 30 days after graduation or termination or non-renewal of Agreement. Any charges owed to the University under this contract will be deducted from the security deposit before a refund is issued. If the security deposit becomes fully depleted, Student shall remain liable to the University for any deficiencies or balances that remain unpaid.

6 Responsibility for Damage and Loss.

- 6.01 Student's signature on the Room Condition Report form establishes Student's acceptance of the condition of the room and contents at the time of occupancy and, therefore, becomes the standard for the condition of the room and contents at the termination of occupancy.
- 6.02 Student specifically agrees to be liable for damage or other loss incurred to the building, room, furniture and equipment which is not the result of ordinary wear and tear. Damage within the Student rooms is the responsibility of the Students assigned. Damages that occur to public areas (e.g. restrooms, lounges, study rooms, etc.) that are not attributable or chargeable to a specific individual or group shall be equally shared by the residents of the living area where those damages occur. Student(s) will have one month to appeal any assessed damage fee in writing.
- 6.03 Student will be charged \$80.00 per key if lost or stolen and \$20.00 per FOB if lost or stolen. Student is to report lost or stolen keys/FOBS immediately.
- 6.04 Student must check out in accordance with circulated check-out procedures. Failure to do so will result in a \$100 improper check-out charge. In addition, Student will be assessed charges for failure to turn in a key and/or for cleaning and damages as necessary at termination.

7 JCU Liability.

- 7.01 JCU will assume no responsibility for the theft, destruction or loss of money, valuables or other personal property belonging to, or in the custody of, Student for any reason, whether such losses occur in Student rooms, storage rooms, public areas, elsewhere in the hall, or in baggage related to shipment or storage. Student is encouraged to carry personal property insurance.

8 Room Assignments and Room Change Policy.

- 8.01 JCU will assign accommodations after Student has completed the online application process or signed and returned this Agreement if under 18 years of age.
- 8.02 Subject to the availability of space, JCU will make every effort to assign accommodations according to student preferences, but JCU will not guarantee assignment to a particular building, type of accommodation, or specific roommate.
- 8.03 No changes in room assignments will be made until after the first three weeks of the fall and spring semester. Students who change rooms without permission will be assessed a charge of \$50.00 and will be required to return to the assigned room. The fee will be charged to the Student's account.
- 8.04 Transfer from one room to another within or between halls shall be predicated upon the space available, date and time of request, and the necessity of the request to transfer.
- 8.05 JCU reserves the right to change or cancel assignments in the interests of order, health, safety, or discipline with appropriate written notice.

9 Use of Facilities.

- 9.01 When necessary, JCU will:
- 9.01.01 Require Students to move to other accommodations in order to vacate a building, floor, or wing.

- 9.01.02 Consolidate Students when occupancy of a room is less than the designated level. If no waiting list for housing exists, a Student living in a room with a vacancy will be given the option to pay an additional fee for a buy-out or to consolidate with another Student.
- 9.01.03 Control the use of rooms, with medical direction, in the event of an epidemic.
- 9.01.04 Inspect all rooms, in the presence of the Student whenever possible, for purposes of inventory, fire protection, sanitation, safety, maintenance and rule enforcement, in accordance with JCU's authorized search and entry policy.

10 Subletting/Assignment of Agreement.

10.01 Subletting is prohibited and this Agreement is not transferable and shall not be assigned by Student.

11 Guests.

11.01 Student residents are responsible for ensuring that their guests comply with residence hall rules and regulations, for paying all charges related to the presence of guests in their residence hall rooms, and for accompanying guests during visits. Guests, including JCU Student residents of other halls, may not enter any residence hall without an escort; and at all times, while there, must be escorted throughout the building.

12 Entering Student Rooms and Residences.

12.01 Student specifically agrees to be bound by the search and entry procedures of JCU as they now exist or as they may be amended during the term of this Agreement. JCU's search and entry policy is found in the current * Community Standards in the section titled Residence Life.

13 JCU and Residence Hall Regulations.

13.01 Student shall observe all university policies and residence hall regulations, including those found in the * Community Standards, and this Agreement. Failure to do so may result in expulsion from the residence halls. Disciplinary action may also be taken by JCU in accordance with established rules and regulations.

14 Termination of Agreement.

14.01 In general, this Agreement is binding for an entire academic year. JCU may terminate this Agreement and require Student to vacate the residence halls if JCU determines that Student violated any applicable JCU policies and procedures, including those listed in the * Community Standards and this Agreement and any other established JCU policies and procedures.

14.02 JCU will provide Student with written notice of any alleged violations which might warrant termination of the Agreement and will follow its established disciplinary procedures before terminating the Agreement.

14.03 JCU reserves the right to remove Student from the residence halls pending a hearing on any incident when, in the opinion of the Vice President for Student Affairs or Dean of Students or their designee, the Student's continued presence in the residence halls poses a threat to the safety of the university community.

14.04 Student may be released from the Agreement for the following reasons: graduation, international study, marriage during the period of the Agreement, withdrawal from school. In other cases such as proven financial hardship or illness, Student must submit Request for Release form to Housing Review Board for consideration. Information on this process can be found at http://www.jcu.edu/campuslife/reslife/general_info/housing_contract.htm

14.04.01 Generally, even if a release from the Agreement is granted, refunds of room and board are not made during a semester. At the discretion of the Director of Residence Life in cases of proven financial need or withdrawal from school for other than a disciplinary reason, refunds may be granted.

14.05 Should this Agreement be terminated, Student agrees to vacate the residence hall within 24 hours unless special permission, in writing, has been obtained from the Director of Residence Life or a designee of that office.

14.06 Until all sums due and owing under this Agreement are fully paid, Student may not register for future course work at JCU or receive transcripts, diplomas, or degrees.

14.07 Should Student default in complying with any provision in this Agreement, JCU may, at its election, terminate this Agreement, retain all payments made hereunder, or in the alternative, it may seek any other remedy in law or in equity which it may elect.

14.08 Completion and delivery of this Agreement by Student does not constitute acceptance by JCU. This Agreement is approved and accepted by JCU only when signed by the Director of Residence Life or a designee in the appropriate space below or online confirmation by JCU.

I acknowledge that I have read and understand, and I hereby agree to be bound by this document. I agree to pay the rates as established by John Carroll University for the type of room to which I am assigned and the board plan which I selected. I understand this Agreement is binding for the Spring and Fall semesters of the listed academic year. A signature of parent or legal guardian is required if the Student is under 18 years of age.

_____ Date _____ Banner ID: _____
 (Student Signature)

 Student Printed Name: *(include middle name or initial)*

_____ Date _____
 (Co-Signature of parent or guardian if Student is under 18 years of age.)

APPROVED AND ACCEPTED: By _____
 Director of Residence Life or Designee, for John Carroll University

* See Community Standards on the web at <http://www.jcu.edu/campuslife/deanofstudents/csm/>