

2014 SUMMER HOUSING CONTRACT

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

1. Services

1.01 JCU will provide Student a residence in a JCU residence hall during the term of the Contract, except in cases where a temporary assignment may be necessary. JCU will provide furnishings adequate to house the prescribed occupancy for the assigned room; laundry and vending facilities under the terms of a separate university contract and necessary repairs to university buildings, furnishings and equipment as soon as reasonably possible.

2. Occupancy

2.01 Student agrees that the duration of this Contract is for the indicated dates housing is need during the 2014 summer (or appropriate portion thereof) at JCU.

2.02 Student will not be allowed to occupy a room before official opening times or after official closing times, except under the following circumstances:

2.02.01 By special, written permission from the Director of Residence Life or an authorized designee of that office. If special permission is given for occupancy before opening or after closing dates, student may be requested to temporarily occupy other than regularly-assigned facilities. Student will be charged for staying in the residence halls as deemed appropriate by the Office of Residence Life.

3. Room Assignments and Room Change Policy

3.01 JCU will assign accommodations after Student has (1) completed a housing application and (2) signed and returned this Contract.

3.02 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.

3.03 A Student who changes 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 account.

3.04 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.

3.05 JCU reserves the right to change or cancel assignments in the interests of order, health, safety, or discipline with appropriate written notice.

4. Use of Facilities

4.01 When necessary, JCU will:

4.01.01 Require students to move to other accommodations in order to vacate a building, floor, or wing.

4.01.02 Consolidate Student when occupancy of a room is less than the designated level. If no waiting list for housing exists, 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.

4.01.03 Control the use of rooms, with medical direction, in the event of an epidemic.

4.01.04 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.

5. Responsibility for Damage and Loss

- 5.01 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.
- 5.02 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. Damage fees will be charged to the Student(s) account.
- 5.03 Student will be charged \$75.00 per key and/or \$50.00 per FOB that is lost or stolen. Student is to report lost or stolen keys immediately.
- 5.04 Student must check out in accordance with circulated check-out procedures. Failure to do so will result in an 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.
- 6. JCU Liability**
- 6.01 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.
- 7. Subletting/Assignment of Contract**
- 7.01 Subletting is prohibited and this Contract is not transferable and shall not be assigned by Student.
- 8. Guests**
- 8.01 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.
- 9. Entering Student Rooms and Residences**
- 9.01 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 Contract. JCU's search and entry policy is found in the current * Community Standards in the section titled Residence Life.
- 10. JCU and Residence Hall Regulations**
- 10.01 Student shall observe all university policies and residence hall regulations, including those found in the * Community Standards, and this contract. 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.
- 11. Termination of Contract**
- 11.01 In general, this contract is binding for the summer. JCU may terminate this contract 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 contract and any other established JCU policies and procedures.

- 11.02 JCU will provide Student with written notice of any alleged violations which might warrant termination of the Contract and will follow its established disciplinary procedures before terminating the Contract.
- 11.03 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.
- 11.04 Generally, even if a release from the contract is granted, refunds of the summer rate are not made. 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.
- 11.05 Should this Contract 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.
- 11.06 Until all sums due and owing under this Contract are fully paid, Student may not register for future coursework at JCU or receive transcripts, diplomas, or degrees.
- 11.07 Should Student default in complying with any provision in this Agreement, JCU may, at its election, terminate this Contract, retain all payments made hereunder, or in the alternative, it may seek any other remedy in law or in equity which it may elect, including, but not limited to specific performance of this Contract and damages.
- 11.08 Student agrees to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by JCU in enforcing this Contract.
- 11.09 Completion and delivery of this contract by Student does not constitute acceptance by JCU. This Contract is approved and accepted by JCU only when signed by the Director of Residence Life or a designee in the appropriate space below.

12. Room Cost

- 12.01 The 2014 summer costs for room will be:
 \$120.00/week for a double
 \$140.00/week for a single if available

By signing this contract I understand that I am joining the JCU on campus community where ALL students are welcome and I will conduct myself accordingly.

This Contract for residence hall occupancy at John Carroll University is for the full summer term commencing May 17, 2014 and ending August 9, 2014, or for the dates indicated in the application. I understand that if I am not living on campus for Fall 2014, I must check out of my room no later than August 9, 2014 at 4pm. Failure to do so will result in a \$200 charge to my student account.

_____ Date _____
 (Student Signature)

_____ JCU Banner ID Number
 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 www.jcu.edu