

# John Carroll University

## 2019-2020 Housing Agreement and Provisions for Occupancy

The undersigned full-time undergraduate student (“Student”) and John Carroll University (“JCU”), enter into this Residence Hall Agreement (“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 JCU as traditional first or second year students. Commuting is defined as living exclusively in the permanent and primary residence of a parent or legal guardian. **FOR STUDENTS ENTERING FALL 2015 and later: The residence of the parent or guardian must be located within 35 miles of the John Carroll University campus.**
- 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 through the Request for Release process. 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 JCU 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 JCU residence halls requires participation in JCU’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 an approved cancellation pursuant to section 14.04.
- 2.02 After acceptance by JCU, **THIS AGREEMENT IS BINDING ON BOTH THE STUDENT AND JCU FOR THE FALL AND SPRING SEMESTERS OF THE 2019-2020 ACADEMIC YEAR. Students who break the contract without approval will be responsible for the entire amount of the contract. This obligation is binding whether or not Student affirmatively chooses a particular room assignment after the time of execution.**

### **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. Approved requests may 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. JCU may charge Student 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 JCU housing and pay room and board fees on or before the published payment dates. Current fees can be found at <http://sites.jcu.edu/reslife/pages/general-information/room-board-rates/>. 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 JCU. 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 JCU 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 JCU. JCU may assess charges against the security deposit for damage to or loss of JCU 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 Student 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 the Agreement. Any charges owed to JCU 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 JCU for any deficiencies or balances that remain unpaid.

### **6 Responsibility for Damage and Loss.**

- 6.01 By signing the Room Condition Report, Student accepts the condition of the room and contents at the time of occupancy and establishes 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. Students will be given a month to appeal any assessed room damage fee in writing.
- 6.03 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.
- 6.04 Student will be charged \$75.00 per key if lost or stolen and \$50.00 per Carroll ID Card if lost or stolen. Student is to report lost or stolen keys/Carroll ID Cards immediately to the Office of Residence Life.
- 6.05 Student must check out in accordance with circulated check-out procedures. Failure to do so will result in a \$100.00 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 containers 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 two weeks of the fall and spring semester according to the Academic Calendar, which can be found at <http://sites.jcu.edu/academics/>. Students who change rooms without permission will be assessed a charge of \$100.00 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 or outbreak of an infectious disease.

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 as provided at <http://sites.jcu.edu/deanofstudents/pages/community-standards/>.

**10 Subletting/Assignment of Agreement.**

10.01 Subletting is prohibited and the Student shall not assign or transfer this Agreement and any such agreements are void.

**11 Guests.**

11.01 Student residents shall: ensure that their guests comply with residence hall rules and regulations, pay all charges related to the presence of guests in their residence hall rooms, and accompany 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 Manual in the section titled Residence Life (available at <http://sites.jcu.edu/deanofstudents/pages/community-standards/>).

**13 JCU and Residence Hall Regulations.**

13.01 Student shall observe all JCU policies and residence hall regulations, including those found in the Community Standards Manual, and this Agreement. Failure to do so may result in removal 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 as described in the Academic Calendar. 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 the disciplinary procedures set forth in the Community Standards Manual.

14.03 If, 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 or disruption of the university community, JCU may remove the Student from the residence halls pending a hearing.

14.04 Student may be released from the Agreement for the following reasons: graduation, international study, marriage during the period of the Agreement, or withdrawal from school. In other cases such as proven financial hardship or illness, Student must submit Request for Release for consideration. Information on this process can be found at <http://johncarrolluniversity.wufoo.com/forms/request-for-release/>.

14.04.01 Fees related to any release from this Agreement shall be assessed by JCU according to the John Carroll University Housing Agreement Cancellation Rules and Schedule, which is incorporated by reference and can be found at [sites.jcu.edu/reslife/](http://sites.jcu.edu/reslife/).

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 Student is assigned a space by the Director of Residence Life or a designee through an online confirmation by JCU or other written confirmation.

**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. By signing below, electronically or otherwise, I accept the terms of this agreement and acknowledge that 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.**

\_\_\_\_\_  
(Student Signature) Date \_\_\_\_\_ Banner ID: \_\_\_\_\_

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

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

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

## **ADDENDUM:**

### **2019-2020 JOHN CARROLL UNIVERSITY HOUSING AGREEMENT CANCELLATION RULES AND SCHEDULE**

John Carroll University reserves the right to cancel the housing agreement at its sole discretion for any of the following reasons:

1. Failure to pay for housing or other University fees
2. Failure to remain a student in good standing at JCU
3. Failure to abide by JCU's Community Standards and or/State or Federal laws
4. Failure to maintain the minimum number of credit hours required to remain a full-time student at JCU
5. Otherwise failing to comply with the terms of the Housing Agreement

**If the student participates in the Request for Release process and the Housing Agreement is cancelled, the following Cancellation Fee Schedule will be in effect based upon when documentation for this request is *received* by the University:**

1. Documentation received within three business days of the housing assignment and before move-in, 0% of semester housing charge.
2. Documentation received more than three business days after the housing assignment, 20% of semester housing charge.
3. Documentation received between May 15 and July 1 and more than three business days after the housing assignment, 40% of semester housing charge.
4. Documentation received after July 1 and before move-in day, 60% of semester housing charge.
5. Documentation received during the first four weeks of the fall semester, 75% of semester housing charge.
6. Documentation received during or after the fifth week of the fall semester, 100% of fall semester housing charge plus 20% of spring semester charge.
7. Documentation received after tenth week of fall semester and before spring semester move-in 100% of the fall semester housing charge and 40% of spring semester charge.
8. Documentation received on or after spring semester move-in through the first four weeks of the spring semester, 75% of semester housing charge.
9. Documentation received during or after the fifth week of spring semester, 100% of semester housing charge.

**EXCEPTIONS TO THE CANCELLATION FEE:** The Housing Agreement cannot be cancelled by the student after the student has electronically signed the Housing Agreement and enrolled in classes for the fall or spring semesters, except in the following circumstances:

**NEW/TRANSFER STUDENT:** New incoming first-year and/or transfer undergraduate student who decides not to attend JCU is released from the Housing Agreement once written notification is received by the Office of Residence Life. If the decision to not attend JCU is made prior to move-in day, no housing charges will be assessed. If the decision is made after move-in day, student will be charged a pro-rated amount based on number of days in housing.

**CURRENT (RETURNING) STUDENT:** If a current student withdraws from JCU through the Withdraw/Leave of Absence process prior to move-in day, no housing charge will be assessed. If the decision to withdraw is made after move-in day, student will be charge a pro-rated amount based on the number of days in housing. Current students who request a release from housing due to participation in a university sanctioned internship or academic study abroad program will not be charged a cancellation fee.

Any exceptions to the cancellation fee rules will be made in compliance with federal financial aid programs and at the sole discretion of John Carroll University.