

**University Graduate Housing Contract
2011-2012**

This University Graduate Housing Agreement is a binding between Case Western Reserve University (the "University") and {PRIMARY FIRST NAME} {PRIMARY LAST NAME} (hereinafter referred to as the "Student"). It entitles the Student to the use of the housing accommodations described herein only in such manner as set forth herein. Subject to the terms, conditions and reserved rights contained in this agreement, the University will permit the Student to occupy for residential and academic purposes a {UNIT TYPE} suite style numbered {UNIT} (the "Suite") in the University's property known as the Triangle Towers located at 11457 Mayfield Road, Cleveland, Ohio 44106 and 11477 Mayfield Road, Cleveland, Ohio 44106 (the "Triangle.") The parties do not intend by this document to create any leasehold or other estate or rights in real property. Rather, this contract is a license to use the Suite on the terms stated herein. Failure to observe any of the terms and conditions of this agreement may result in the termination of this agreement, and may subject the Student to disciplinary action under University policies and regulations. Actions may include, but are not limited to, eviction from the Suite. This agreement may not be modified except by a writing signed by the Student and the University.

1. ELIGIBILITY

Residence in the Triangle Towers is open to all graduate or professional students who are eligible per University housing policies.

2. OCCUPANCY PERIOD

This agreement is binding and effective for a term ("Term") of twelve (12) months commencing on August 1, 2011 (the "Commencement Date") and ending on July 31, 2012. However, if the Student graduates during the Term, then the Term will expire at the end of the month in which the Student graduates. If the Student remains enrolled in the University, but vacates the assigned Suite during the Term without a release from this agreement, the student continues to be liable for the suite charges for the entire Term.

The University will endeavor to deliver possession of the Suite to the Student on the Commencement Date. However, if the University is unable to do so, this agreement will remain in full force and effect, but the suite charge will be abated on a per-diem basis until possession of the Suite is delivered to the Student. Abatement of charges as provided above is the Student's sole and exclusive remedy for any delay in delivery of possession of the Suite.

3. PAYMENT

The Student agrees to pay the published charges for the assigned Suite and meal plan (if meal plan is desired) to the Bursar's Office together with other registration charges. University students can arrange with the Bursar's Office for deferred payment of room and board fees consistent with arrangements for the deferred payment of tuition. If a Student elects to pay published charges to the Bursar's Office confirmation of payment must be brought to the CWRU Triangle Office located in Triangle Tower One prior to move-in.

2011-2012 RATE SCHEDULE

Unit Type	Bedroom Capacity	Unit Capacity	Monthly Rent
Studio	N/A	1	\$820
Studio(Deluxe)	N/A	1	\$850
Jr. 1-bedroom	1	1	\$1,020
1-bedroom w/Balcony	1	2	\$1,100
1-bedroom w/Bay window	1	2	\$1,175
2-bedroom w/Balcony	2	4	\$1,525
2-bedroom w/Bay window	2	4	\$1,625

- a) Failure to pay any installment by the 3rd day of the month will result in a late charge in the amount of forty dollars (\$40.00).
- b) If any check issued by the Student is returned by the bank because of insufficient funds or otherwise not paid, the Student will pay the University a \$25.00 fee in addition to late charges as provided above. The check must be replaced by an official bank check or money order which shall include all additional fees and late charges. If two or more checks are returned by the bank during any twelve (12) month period, the University may require the Student to pay all future payments by official bank check or money order, and failure of Student to do so will be considered a default by the Student under this agreement.

- c) The Student shall be responsible for suite charges for the entire Term except as follows:

Cancellations for Newly Admitted Students

A newly admitted student who declines admission to the University may cancel this agreement by written request to Case Western Reserve University Triangle Office, 11457 Mayfield Road, Cleveland, OH 44106. Such cancellation may be made without penalty fifteen (15) or more days prior to the Commencement Date. Such cancellation made fewer than fifteen (15) days before the Commencement Date will be subject to an \$800 cancellation fee.

Second Semester Releases

A. Prior to December 1, 2011, all students who were housed during the fall semester, but for the spring semester a) will not be registered due to January graduation, or b) receive a release recommendation from the Coordinator of Disability Services due to a new medical condition, may cancel this agreement for the spring and summer semesters by written request to the CWRU Triangle Office without penalty provided that the Suite is vacated by December 1, 2011.

University Graduate Housing Contract 2011-2012

B. After the applicable date in (A), a student may cancel this agreement for the spring and summer semesters with payment of an \$800 cancellation fee and without other penalty by written request provided that the Suite is vacated by December 15, 2011.

C. Any student who is released from this contract for the spring and summer semesters and does not vacate the Suite by March 1, 2011 will forfeit any deposit and be charged per month (based upon suite rate) through the date the Suite is vacated, in addition to any other applicable penalties.

Withdrawal, Separation or Leave of Absence

After the first day of classes, if the Student withdraws, is separated, is ineligible to register or takes a leave of absence before the end of the Term, the Student will be charged a) the monthly rate computed to the date of checkout or checkout in absentia by a University representative, or b) the full semester charge if checkout or checkout in absentia occurs after November 1, 2011 for the fall semester, or March 1, 2012 for the spring semester. The Student must vacate the premises within forty-eight (48) hours of receiving notification of his/her change in student status. If the Student appeals the separation or ineligibility to register through the appropriate process, the Student will be eligible to remain in the Suite pending the outcome of the appeal. Suite charges will accrue during this period.

4. CONTRACT TERMINATION

Upon a determination by any of the University's authorized judicial boards or officers that a resident student has violated an applicable standard of conduct (including, but not limited to, the standards contained in this agreement), the University may immediately terminate this contract and expel the Student from University residence halls (including the Triangle Towers). In the event that this contract is terminated as a result of such violation, the Student will be responsible for either the daily rate through the date of checkout or for the rate for the entire semester/year, dependent upon the sanction from the judicial board or officers.

Pursuant to Ohio Revised Code Section 5321.031, the University may terminate this contract and require the Student to vacate the Suite only upon a determination that the Student has violated a provision of this contract or violated an applicable standard of conduct, except in any case where a student's presence in the premises poses an immediate threat to person or property, as determined by Housing personnel or CWRU Triangle Office personnel, in which case the Student may be required to immediately vacate the premises until a hearing on the matter is held. A determination that the Student has violated a provision of this contract or violated an applicable standard of conduct may be made only after the Student is given written notice of the alleged violation and a right to be heard on the matter. The University's notice and hearing procedures, and the University's judicial boards and officers authorized to make the foregoing determinations, are described in detail in the Handbook for Undergraduate Students (which will apply to both undergraduate and graduate students for purposes of this agreement).

5. REPOSSESSION BY THE UNIVERSITY

The University reserves the right to repossess student rooms and residence hall facilities, including the Suite, in the event of an epidemic or other emergency.

6. LIABILITY

In the event of damage by fire, water, steam or other agents that render the Suite wholly unfit for occupancy, the University reserves the right to reassign the Student to alternate University housing accommodations. If alternate quarters are not available, the housing agreement may be terminated. The University shall not be liable, directly or indirectly, for loss of or damage to any article of personal property anywhere on the premises caused by fire, water, steam, insufficient heat, the elements, or actions of third persons.

Personal property of students is not covered by University insurance. Students should carry their own insurance protection against loss or damage to their personal property.

7. RENOVATIONS AND MAINTENANCE PROJECTS

It is sometimes necessary to undertake residence hall refurbishing and renovation projects while students are in residence. The continued use of facilities during this type of construction period is required. In some instances, building or suite reassignment may be required.

Reassignment to another suite due to renovation or for any other reason is not grounds for release from this agreement, for reimbursement of moving expenses or for any other release or reimbursement.

8. ASSIGNMENT OF CONTRACT

Students are prohibited from taking a roommate or assigning, leasing, licensing or in any other manner transferring their interest in this agreement or permitting any part of their room or suite to be shared by persons not assigned or approved by Housing.

9. REMAINING OCCUPANTS OF ROOMS WHERE VACANCIES OCCUR

When vacancies occur, the University reserves the right to show suites and assign new occupants to fill those vacancies. In order to accommodate a potential new roommate in a partially filled suite, the Student is required to keep the rest of the suite reasonably clear and ready for occupancy. In a partially filled suite, the University may, in its sole discretion after consultation with the Student:

a. allow the Student to find a suitable resident of the Student's choice to fill the vacancy, subject to the approval of the University in its sole discretion; b. assign a new resident of the University's choice to fill the vacancy; c. allow the Student to continue to occupy the Suite without a replacement roommate, in which case the Student's suite charge will immediately increase to the published suite rate for the remainder of the Term. If the Student suite charge has already been paid in full at the time that such increase is assessed, then the Student must pay the additional amount promptly; or d. reassign the Student to a different suite, which could result in a higher suite charge.

**University Graduate Housing Contract
2011-2012**

10. CHECK-IN REQUIREMENTS

The Student must check in at the CWRU Triangle Office before occupying a suite. At that time, building and suite access will be arranged by the office using key or card access as appropriate for the assignment. Students have forty-eight hours to inspect the Suite and submit maintenance requests and review a suite inspection form with a building staff member. This form, when countersigned by a CWRU Triangle Office representative, is the basis for assessment of any damage or loss attributable to the resident at the termination of the occupancy period. Failure to review and sign the form within the allotted time period will result in the Student assuming responsibility for all damages in the Suite.

11. CHECKOUT REQUIREMENTS

At the termination of the occupancy period, the Student must complete the checkout procedure through a CWRU Triangle Office staff member (or other designated University representative) or by express checkout. A checkout consists of a) removal of personal belongings and refuse so the Suite is as clean as it was at the time of check-in, b) scheduling in advance and keeping a checkout appointment with a building staff member, c) reviewing the suite condition as recorded on the suite inspection form with the staff member, d) signing the suite inventory or student checkout form, and e) returning all keys/key cards for the room, suite, or building to the staff member. Express checkout, when available, allows the Student to drop off key/key card to a CWRU Triangle Office staff member without completing the regular checkout procedure described above. By selecting the express checkout procedure, the Student waives his/her rights to appeal any damage charges, and the inspection of the Suite will be completed in the Student's absence. Failure to complete the proper checkout procedure will result in an improper checkout fee of \$25 in addition to any lost key/key card and room charges that may accrue until the Suite is inspected in absentia by a staff member.

A resident who wishes to renew the contract must do so with written notice ninety (90) days prior to the end of the occupancy period. A resident who wishes to vacate at the end of the contract must do so with written notice ninety (90) days prior to the end of the occupancy period.

12. UTILITIES

a) The Student agrees to pay, in addition to the Suite charges, the utility and service charges described below for those utilities where the "yes" box is checked.

Water/Sewer: NO Gas: NO Electric: NO Cable/Internet/Phone: YES

Electric and gas utility charges will be based upon separate submeters that measure electric and gas consumed at the Suite. If a separate submeter exists for water and sanitary sewer usage for the Suite, then such charges will be based upon such submeter readings. If separate submeters do not exist to measure utility consumption at the Suite for water and/or sanitary sewer, then such charges will be based upon a ratio utility billing system under which the cost of water and/or sanitary sewer utility service that is master metered to the University is allocated to residents of the Triangle Towers through the use of a formula that estimates the water and sewer use of each Suite in the Triangle Towers. Charges billed to residents shall exclude common area usage charges such as landscape irrigation systems, pools and laundry rooms. If one or more submeters exist to measure such common area usage, then the billings from such submeter(s) will be deducted from the master meter charge. If common areas are not separately submetered, The University will deduct from the total amount of the bill, estimated seasonal common area usage for the billing period.

b) Utility charges for which the Student is responsible to pay as provided above will be billed by the University or a billing service designated by the University on a monthly basis. The Student agrees to pay the amount of each utility bill monthly at the location identified on the bill. Any delinquent payment of a utility bill will be considered a default under this agreement to the same extent and with the same remedies as the nonpayment of Suite charges.

c) The Student will be charged for the full period of time that the Student was living in, occupying or responsible for payment of fees or the utilities for the Suite. If the Student breaches this agreement, the Student will be responsible for all charges for the utilities through the time it takes for the University to retake possession of the Suite, regardless of whether the Student is still occupying the Suite. When the Student vacates the Suite, all charges for utilities must be paid by the move-out date. To the extent permitted by law, any unpaid charges for utilities at the time of the move-out date will be deducted from the Security Deposit or otherwise charged to the Student. The Student agrees and acknowledges that various fees may be added to the utility bill to cover billing administrative costs. The following may be charged to the Student. A monthly service fee of \$3.32 for water and sewer, a one time new account set-up fee of \$10.00, and if submeters are used, a meter reading fee of \$.25 per month.

d) The Student understands that no representation or warranty by the University regarding estimated or actual utility bills will be enforceable unless it is set forth in a writing signed by the University.

13. RESPONSIBILITIES FOR ROOM USE

The Student is responsible for suite cleaning, regular waste removal and maintaining satisfactory sanitation and life safety standards as determined by Housing. The Student must at all times abide by all applicable University policies and by the rules and regulations attached as Exhibit A to this agreement. Such rules and regulations are incorporated by reference into, and made a part of, this agreement.

14. DAMAGE OR LOSS

The Student is liable and responsible for any damage or loss to the Suite and for any other damage or loss the Student causes to any part of the Triangle Towers. Damage or loss must be reported promptly to CWRU Triangle Office. Charges for additional cleaning, removal of personal

University Graduate Housing Contract 2011-2012

property, or for any loss or damage caused by the residents will be billed to residents of rooms/suites/apartments. The University reserves the right to bill all residents of a floor or an entire residence hall for public area damage.

Damage Appeals

Once checkout materials are processed, a notice of final charges for the semester will be e-mailed to any student who was assessed additional fees or damage charges. The notification will be sent via the resident web portal. It is the Student's responsibility to have mail to this address forwarded to an alternate address for receipt, if necessary. The Student has fifteen days to appeal disputable charges in writing as described in the notice.

15. ALTERATIONS

The Student shall not make any alterations or additions to the Suite without the written consent of the CWRU Triangle Office. All such additions or alterations of the Suite will become the property of the University. Contact paper, wall coverings, painting, carpeting, repairs, electrical changes or other alterations are not permitted except with the written consent of the CWRU Triangle Office. If the University consents to any such alterations, the Student agrees that upon vacating the Suite, the Student at the Student's expense, will immediately restore the Suite to its original condition. If the Student fails to do so immediately upon vacating the Suite, the University may charge the Student for the cost of removal and restoration.

16. ACCESS BY THE UNIVERSITY

The University shall have access to the Suite for all purposes permitted by Ohio Revised Code 5321.05(B) upon 24 hour notice, except in the case of an emergency, in which event no notice shall be required. The Student's request for service shall be deemed the Student's permission for the University to enter the Suite for the requested service.

17. BOARD

The board calendar is based on the University's undergraduate academic calendar. Meals are not served in the dining commons during scheduled breaks and there is no charge for them. No credit is given for meals missed when the dining commons are open. Dinner is the first meal served when the units open at the beginning of the semester or after a break. Lunch is the last meal served before any break. Schedules will be posted at each location. Meal plans are not mandatory for graduate students, but these students may purchase any meal plan.

Meal plan options may include a fixed amount of CaseCash which is deposited into a student's individual account and tracked on a student's CaseOneCard. First-year students must select from the 19 meal + 75 CaseCash, the 17 meal + 150 CaseCash, or the 200 Block Plan. The only exceptions to this are the Halal/Kosher meal plans (Halal/Kosher 10 or Halal/Kosher 14 meals), which are available to all students. Plan selections can only be changed by returning signed forms to 215 Crawford Hall through the end of the drop/add period (first two weeks) of each semester. Forms are available upon request from Auxiliary Services (216-368-5844/1666) or via the Dining Services website (<http://www.case.edu/diningservices/auxiliary.htm>). For questions, please contact mealplan@case.edu.

CaseCash Account

CaseCash is included with many meal plan options. CaseCash does not expire and may be used for purchases at participating Case and area food and non-food merchants, including the University Bookstore (<http://www.case.edu/diningservices/locations.htm>). CaseCash may be purchased at any time through the CaseOneCard website (<http://www.caseonecard.com>), at Access Services (18 Crawford Hall), or through the value transfer stations located on campus. Payment for CaseCash may be made by check, credit card, or cash, or by billing to the student tuition account through Auxiliary Services (215 Crawford Hall).

The University will disclose information to third parties about the Student's CaseCash account only a) to comply with court orders or other applicable laws, b) when the account holder gives written permission, c) to determine if the Student's account has been charged or refunded properly by a vendor, or d) to reconcile sales and reimbursements.

Items purchased with CaseCash will be subject to sales tax, where applicable. The University reserves the right to add or remove merchants permitted to accept CaseCash throughout the contract period in response to merchant requests, changes in University policies or services, or applicable laws.

Cancellation of the Meal Plan

It is the Student's responsibility to provide notification and documentation to Auxiliary Services of release from a meal plan for any reason. All students who are released from the housing agreement under the terms in Section 3 or are granted a release from the meal plan are liable for prorated charges from the first day of residential dining through the date of notification to the above office or the date the plan is last used, whichever is later. For meal plans that include CaseCash, the Student will also be charged for amounts spent. No refunds will be given for unused portions of cancelled meal plans or dining points after October 1, 2011 for the fall semester, or March 1, 2012 for the spring semester.

18. REMOVAL OF PERSONAL PROPERTY

Upon the Student's vacation of the Suite, the University may remove any personal property left by the Student in the Suite in order to allow the University to make the Suite ready for use by another Student. If the Student fails to claim that personal property within thirty (30) days after vacating the Suite, the Student will be deemed to have abandoned same and the University may dispose of that property free of any claim of the Student.

**University Graduate Housing Contract
2011-2012**

19. STORAGE LOCKER

A storage locker may be assigned by the Triangle Office to certain Suites with an additional fee of \$25.00 per month. In no event will the University be responsible for safekeeping of the Student's property therein, and the Student's use of any storage locker will be at the Student's sole risk. If the Student places property in any locker other than that assigned by the University to the Student's Suite, then such property may be removed, stored or disposed of at the sole risk and expense of the Student.

20. AMENITIES

The University is under no obligation to provide or continue to provide any amenities currently available or later made available at the Triangle Towers, including without limitation any party room, exercise room, recreation or similar facilities. The suite charge paid by the Student under this agreement is for the occupancy of the Suite and is in no way to be construed as payment for the use of any facilities owned or operated by the University. The use of any such amenity, if available, is subject to rules and regulations promulgated by the University from time to time. The University, to the extent permitted by law, will not be liable for any injury or claim for damages to property or persons arising from the use of such facilities by the Student or by the Student's guests or other persons for whom the Student is responsible.

S A M P L E

Student Signature

Student: _____

Print Name: _____

Case Western Reserve University

By: _____

Title: _____

S A M P L E

S A M P L E

**University Graduate Housing Contract
2011-2012**

**EXHIBIT A
RULES AND REGULATIONS**

1. **Moving** - Moving in and out of the Suite shall be done only through the rear or side entrances of the building(s) moving is not permitted through the lobby entrances or front doors of the Building unless that is the only means of access to the Suite. The resident's move-in or move-out is permitted only Monday through Saturday, between the hours of 9:00 A.M. and 7:30 P.M.
2. **Obstructing Egress** - The sidewalks, entries, halls, and inside and outside stairways shall not be obstructed or used for any purpose other than for ingress and egress to and from the Suite. No footwear or other objects are permitted to be placed outside the Suite in the adjoining hallway. The Resident shall not erect any structures for storage.
3. **Common Area Damage** - All damage to the Building caused by the moving or carrying of articles shall be paid by the Resident. If shopping carts are used, they must be returned to the area designated by the University.
4. **Trash** - All trash must be disposed of inside designated containers. No trash may be left in breezeways or outside individual Suites. Nor shall any dust, rubbish or litter be swept from the Suite into any of the halls or entryways of the Building.
5. **Food Preparation** - No cooking or baking is permitted, except in the kitchen. No barbecue grilling is permitted on balconies or in any other areas except those designated by the University. All Suite doors shall be kept closed while cooking.
6. **Suite Alterations** - The Resident shall not interfere in any manner with any portion of the heating, plumbing, or lighting apparatus in/or about the Suite or the Building. SEE THE COMMUNITY GUIDE FOR INFORMATION ON SATELLITES.
7. **Noise, Music, Loitering** - No noise, loud music, disorderly conduct, criminal conduct, roaming in hallways or congregating in public areas is permitted.
8. **Triangle Property** - None of the University's equipment may be destroyed, defaced, taken or moved from any part of the Building. No awning or projection, sign, advertisement, notice or device of any kind may be placed by the Resident upon any part of the Building, outside or inside.
9. **Private Work of Employees** - The Resident is not permitted to ask employees of the University to do work of a private nature during working hours.
10. **No Smoking Policy** - Smoking is prohibited in all areas of the Building. This includes individual suites as well as public areas (e.g., hallways, stairways, lobbies and other common areas).
11. **Right to Make Further Rules** - The University shall have the right to make such other and further reasonable rules and regulations as in its judgment may from time to time be needed for the safety, care and cleanliness of the Building and for the preservation of good order therein. All rules and regulations shall be kept and observed by the Resident, the Resident's guests, servants, agents, and all other persons for whom the Resident is responsible. For a complete set of rules and regulations please see the Triangle Apartment Community Guide.
12. **Unlawful Conduct, Endangering** - The Resident shall not engage in or permit the Resident's guests, invitees, occupants or other persons for whom the Resident is responsible to engage in any unlawful or criminal activity or to act in any way at the Building that will injure the Building's reputation or disturb or endanger anyone lawfully at the Building.
13. **Balconies and Windows** - Balconies are not to be used for storage and are to be kept free of trash, boxes, supplies, bicycles or other articles. Outdoor patio furniture specifically designed for that purpose is permitted. Outdoor grills are strictly prohibited. Hanging of flags, towels, blankets, clothing, etc. is strictly prohibited. Nothing shall be thrown from the windows, doors, balconies, nor shall anything be hung from the outside of the windows or placed on the outside window sills or balcony railings. No rugs are permitted to be beaten on balconies.
14. **Smoke Detectors** - The Suite is equipped with one or more smoke detectors, the Resident must test the smoke detectors on a regular basis and replace batteries as needed (at the Resident's own expense). The Resident must notify the University of malfunctioning smoke detectors. The Resident may not disconnect the smoke detectors.
15. **Recreational Facilities** - When provided, the recreational facilities are solely for the use of residents of the Building and their permitted guests. No more than two (2) guests of the Resident may use such recreational facilities on any single occasion. All guests must be registered with the University and may be required to pay a fee for use of such facilities.
16. **Mold** - The Resident agrees to do the following: (a) keep the Suite clean, as required by the Lease, by vacuuming, mopping, and dusting on a regular basis and by using environmentally safe household cleaners to remove dirt and debris that contribute to mold growth; (b) maintain proper ventilation throughout the Suite, particularly in closets, by opening windows during dry weather and/or running the fan on the Suite's air-handling unit; (c) not overfill closets or storage areas; (d) remove visible moisture accumulation on windows, windowsills, walls, and other hard surfaces as soon as reasonably possible; (e) periodically clean and dry walls and floors around the sink, bathtub, shower, toilets, windows, and patio doors, using a common household disinfectant cleaner; (f) turn on any exhaust fans in the bathroom and kitchen before starting to shower or cook and allow fans to run until all excess moisture has dissipated; (g) not block or cover any of the heating, ventilation, or air conditioning ducts in the Suite; (h) look for leaks in the washing machine hoses and discharge lines; and (i) immediately report to the University (i) any evidence of a water leak or excessive moisture in the Suite, as well as in any storage room, garage, or other common area; (ii) any evidence of mold- or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (iii) any failure or malfunction in the heating, ventilation, or air conditioning system in the Suite; and (iv) any inoperable doors or windows.