RESIDENCE HALL CONTRACT FOR SUMMER 2025

This Residence Hall Contract ("Contract") for space in a Cleveland State University ("University") residence hall is by and between the Euclid Avenue Development Corporation through its Residence Life and Housing Office ("Residence Life") and the student resident ("Resident") or, if the Resident is under the age of eighteen (18) the Resident's parent or legal guardian (the "Parent"). Residents and Parents are collectively referred to herein as "You" or "Your."

1. It is Your responsibility to do the following before signing this Contract:

- A. Carefully read the entire Contract to understand what You are signing.
- B. Review Your financial resources to make sure You have the appropriate funding required to be paid under this Contract.
- C. Understand that no release from this Contract will be given after the Contract is signed and the applicable Contract cancellation deadline has passed, except as otherwise provided in this Contract.
- 2. License/Housing Contract Offer. This Contract creates a privilege and license for the Resident to enter and use an available room or apartment ("Housing") in a residential community operated by Residence Life for the benefit of University students, subject to the terms and conditions of this Contract. This Contract is not a lease and no interest in real estate is established by this Contract. The relationship between Resident Life and Resident is that of licensor-licensee and not landlord-tenant. Housing is made available on a first come, first serve basis, and is contingent upon the availability of space. This Contract is not transferrable and non-assignable. You may not sublet the assigned Housing or transfer this Contract.
- 3. Eligibility Requirements for Student Housing: The Resident must meet the eligibility requirements outlined in Section 4 of this Contract for their designated housing preference. Residence Life reserves the right to deny housing based upon the Resident's inability to meet the eligibility requirements.
 - A. For summer session, students must be enrolled in at least one summer class. If the resident will not be taking summer classes, but requests to live on campus, resident must be registered in at least (6) credits for the previous spring semester and the following fall semester.
 - B. Residence Life, in its sole discretion, reserves the right to deny or revoke housing eligibility for any Resident who has been convicted of a crime, excluding a minor traffic violation.
 - C. The Executive Director of Residence Life may, in the Director's sole discretion and without notice to the Resident, determine that the Resident is no longer eligible for University housing and cancel the Contract at any time during the Term.
 - D. If Resident who loses eligibility during the term of the Contract for any reason, Resident shall complete the check-out procedures specified by Residence Life, and shall vacate the assigned room or apartment in a period of time specified by Residence Life, which shall not exceed 72 hours.

4. This Contract is duly accepted when:

- A. You, as or for an Eligible Resident (see Section 3 above), complete the housing application and Contract via Housing Self-Service;
- B. The signed Contract is submitted to Residence Life with appropriate fee(s) (application fee paid and deposit submitted) by the deadline specified in the offer; and,
- C. Acceptance of the Contract is acknowledged to You in writing by Residence Life.

5. Term.

- A. The beginning and ending dates of this Contract shall be as specified in the Contract and Application through the CSU Housing Self-Service portal (the "**Term**"). Except as otherwise set forth herein, the Contract is binding on You for the entire Term.
- B. If space is available, the Resident may be permitted, in the sole discretion of Residence Life, to arrive or depart earlier or later than the specified dates. Housing fees for early arrival or late departure are processed separately and are assessed at a daily rate.

6. Space Reservation Fee/Security Deposit.

- A. This Contract must be submitted to Residence Life with a \$200 security deposit ("Security Deposit").
- B. Failure to fulfill any of the terms of this Contract may result in the forfeiture of Your Security Deposit, unless
 - i. The Resident is denied admission to the University, or
 - ii. The Resident is activated for military service.
- C. Upon the ending of the Term,
 - i. If Resident does not continue in University housing, the Security Deposit will be refunded within 30 days as a credit to the Resident's student account, less any and all due and payable housing fees, including any and all assessed damage fees.
 - ii. If Resident signs a housing contract for the next academic year, the Security Deposit will automatically be credited as a Security Deposit for the next academic year and any damage or other fees owed for the current year will be assessed as a separate fee.



7. Room Assignments.

- A. Rooms are assigned by Residence Life for the Term. Residence Life will reasonably attempt to accommodate but cannot guarantee the Resident's expressed preference for a specific building, room-type, or roommate.
 - i. Any mutual roommate requests must be submitted in writing by all parties to Residence Life on or before June 1 for the fall semester and on or before December 1 for the spring semester.
 - ii. Residents who wish to participate in the Gender-Inclusive Housing Process and be assigned with students whose gender is different from their own, must complete a Gender-Inclusive Housing Agreement.
- B. The Resident agrees that occupancy of the assigned Room is limited only to residents assigned to that room, that the room will be used only as living space, and that the space may not be occupied or used by non-residents.
- C. The Resident agrees that assignment to a double-occupancy sleeping room permits occupancy of only one-half of the space, and the remaining half must be kept available for occupancy by another resident ("Roommate"), even if no Roommate is assigned, and Residence Life may assess a fee to the Resident if a Roommate is unable to move in because space has not been kept vacant and available.
- D. Roommates have equal and equitable rights to shared spaces (e.g. living room, kitchen, bathrooms) within assigned rooms.
- E. Residence Life reserves the right to make temporary assignments that increase the occupancy of a room to accommodate additional demand for housing.

8. Occupancy.

- A. The Resident's acceptance of room key(s), key fob, access card, or access granted by Resident's CSU ID card to the assigned room shall be considered occupancy for purposes of this Contract.
- B. Residence Life may cancel the Contract and assess the appropriate cancellation penalty if the Resident does not take occupancy on or before of the second day of regular classes for the semester in which the contract begins.

9. Services Period and Services Provided.

- A. Residence Life agrees to furnish available Housing to the Resident and to grant the Resident the use of the facilities in the residential community in which the Housing is located.
- B. The furnishing in such Housing will include a bed, dresser or wardrobe, desk chair, and desk (desk and desk chair will not be available at The Langston). Suite-style rooms also include a loveseat, chair, and entertainment table; suites with kitchenettes will include typical kitchen appliances.
- C. The Housing Term is selected by You via the Housing Application and Contract in Housing Self-Service.
- D. Residence Life reserves the right to close the residential community and prohibit access to the building or specific rooms within the building in the event of an emergency.

10. Utilities.

- A. Residence Life shall provide reasonable heat, water, electricity, and waste disposal during the Term.
- B. Internet services are included in the room fee.
- C. Telephone and cable services are not provided.

11. Repairs.

- A. Residence Life agrees to make all necessary repairs and perform maintenance in the residential community and the Housing Resident.
- B. Repairs will be made to the Housing and furnishings upon request of the Resident or in accordance with routine maintenance schedules. Charges may be assessed to the Resident in accordance with Section 13 below.

12. Keys.

- A. The Resident agrees to be responsible for assigned room key and/or mailbox. The Resident may not copy or allow the key to be copied. The key may not be transferred.
- B. The Resident agrees to report lost assigned keys and to pay all charges associated with lost assigned keys.
- C. The Resident agrees to turn in all keys to Residence Life at the end of the Term or upon termination of this Contract by Residence Life.

13. Care of Facilities.

- A. The Resident agrees to be directly and financially responsible for keeping the Housing and its furnishings clean and in the same condition as when it was assigned, excluding normal wear and tear, and to cooperate with roommates in the common protection of property and cleanliness and condition of any and all shared spaces.
- B. The Resident agrees to notify Residence Life of any deteriorated conditions of the Housing or its furnishings so timely repairs may be made.
- C. The Resident agrees not to modify or cause or allow for the modification of the Housing, furnishings, or other parts of the residential community.



- D. The Resident agrees to pay charges when assessed for room damages or special housekeeping or maintenance necessary due to misuse or abuse of facilities for which the Resident is responsible.
 - i. Damage and cleaning charges include but are not limited to
 - a. Costs associated with removal of posters, stickers, or decals attached to the doors, walls, or Housing contents;
 - b. Any tampering with cable television wiring or equipment;
 - c. Repairing holes in and significant marks on the walls;
 - d. Replacement or repair of telephone and data jacks and wiring;
 - e. Cleaning costs upon check-out for Housing that is not clean
 - ii. The cost of any damage will be assessed equally among the residents of the Housing unless and until the identity of the student(s) responsible for the damage is determined by Residence Life.
 - iii. A list of housing damage and fee charges is provided on the Residence Life website.
- E. The Resident agrees to not remove furniture or fixtures from the assigned room or suite without prior written authorization from the Executive Director of Residence Life or their designee.

14. Room Entry and Inspections.

- A. The Resident agrees to and authorizes entry with or without notification to perform maintenance, to make inspections, to inventory and/or reclaim 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 for any emergency situation.
- B. The Resident acknowledges that entry and inspection by Residence Life, University, or 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.
- C. A resident's request for maintenance will constitute authorization to enter the Resident's Housing.

15. Use of Common Areas.

- A. The Resident will have the nonexclusive, revocable right to make normal use of the common areas of the residential community in which the Resident's Housing is assigned.
- B. The Resident agrees to treat all public areas in the assigned residential community and to use the equipment located public areas in an appropriate manner. Any damage to public areas and/or equipment should be reported immediately to Residence Life and a damage fee will be assessed equally among the residents of the specific floor or all residents in the residential community depending on the location of the damage(s) unless and until the identity of the student(s) responsible is determined.

16. Behavior and Conduct/Resident Responsibilities.

- A. The Resident agrees to review and observe the CSU Student Code of Conduct, the Resident Handbook, and posted housing rules established by university officials and/or Residence Life, all of which are incorporated into this Contract by reference.
- B. The Resident agrees to conduct themself in such a manner as to allow others the quiet enjoyment of the residential communities. The Resident agrees to abide by the laws of the State of Ohio and to avoid causing excessive noise and/or disruptive behavior and understands that they may be required to provide and use earphones or to remove stereos or musical instruments from the room if the use of such equipment is causing a disturbance.
- C. Residence Life reserves the right to amend or modify the Resident Handbook and the University reserves the right to amend or modify the CSU Student Code of Conduct as deemed necessary by Residence Life and/or the University during the Term.

17. Reassignment.

- A. Housing is subject to reassignment by Residence Life at any time. Residence Life may alter the Resident's Housing for reasons including, but not limited to, Americans with Disabilities Act (ADA) compliance, disciplinary reasons, catastrophe, epidemic or outbreak of infectious disease, renovation or closing of a facility, consolidation of vacancies, unavailability of space, violation of specific living area expectations, unresolvable incompatibility of roommates, unpaid housing or dining fees, facility maintenance, or at the request of the Resident.
 - i. When a violation or alleged violation of these regulations occurs, the Resident agrees to appear before the proper judicial body and/or the Executive Director of Residence Life or the Executive Director's designee(s) depending on the nature of the alleged violation.
 - ii. Violations related to Resident Handbook and/or this Contract may result in sanctions ranging from verbal reprimand to cancellation of the Contract, and violations of the CSU Student Code of Conduct may result in sanctions ranging from reprimand to dismissal related to student status. Some violations due to their nature may result in sanctions from both adjudicating bodies.
 - iii. The Executive Director of Residence Life or their designee shall have the sole authority, prior to any hearing, to remove immediately the Resident from the residential community if they believe that such action is necessary for the Resident's health or safety, the health or safety of other residents, or for other appropriate reasons.



18. Fees and Payments

- A. Room fees due are determined by the room type of the Resident's room assignment. <u>Housing Rates/Room Fees can be accessed via the Department of Residence Life website.</u>
- B. You agree to pay the fees for housing accommodations and services in full and in accordance with the schedule determined by the University. A late fee of \$100 may be assessed for accounts not paid in full by the due date.
- C. The Office of Treasury Services offers a Budget Payment Plan (BPP) and should be contacted directly to establish such a plan. Enrollment in a BPP does not relieve the obligation of timely payment of all amounts due before the Resident can occupy a room.
- D. Residence Life reserves the right to deny, suspend or revoke housing eligibility or cancel this Contract for failure to pay fees in a timely manner, including BPP payments.
- E. You agree that failure to make payments required by the Contract does not relieve You of Contract obligations and You understand and agree that nonpayment may result in removal from the Housing, residential community, reassignment of Housing, or denial of services within the residential community, including refusal to enter into a subsequent Housing Contract with You or grant housing to the Resident. Further, Residence Life may, subject to applicable law and University policy, seek the University's support in cancellation of current student enrollment, and/or denial of subsequent University registration and/or release of transcripts until the amounts due are paid.
- F. Subject to applicable law and University policy, You acknowledge that rates for housing are subject to change annually at the start of a new academic year.
- 19. **Refunds.** Any refund of housing fees will be based upon the date the Resident completes the published check-out procedures and University's published refund schedule, and will be credited to the Resident's student account. The availability of funds credited to the Resident's student account will be impacted by any other charges due to the University at that time.

20. Insurance

- A. The Residence Life nor the University assume any responsibility for any persons or property of the Resident, from any cause, nor will Residence Life or the University assume responsibility for any injury or damages, personal or property during or after the Term. You are strongly encouraged to consider carrying some form of personal insurance if your family's policy does not cover Your property while it is located in Housing.
- B. Residence Life and University require that all students purchase Student Health Insurance or provide proof of other medical insurance.
 - i. You understand and agree that medical insurance for the Resident is Your responsibility, and You further understand and agree that neither Residence Life nor the University provides medical insurance as part of this Contract. In case of emergency, accident, illness, or other incapacity, You give permission to treatment of the Resident by a medical professional including admittance to a hospital, if necessary, and You assume responsibility for all medical and emergency expenses incurred on the Resident's behalf regardless of whether the Resident otherwise explicitly authorizes.
 - ii. The Resident must provide proof of health insurance coverage in effect during all periods residing in campus residential communities. Residence Life reserves the right, but shall not be required, to assign a health insurance plan to the Resident if the Resident fails to complete this requirement prior to taking occupancy of the room. In such a circumstance, You shall be fully responsible for all the related fees.

21. Meal Plans

- A. All Residents in university housing are required to select one of the residential meal plans and You agree that the obligation to participate in a meal plan is binding for the entire term of this Contract.
- B. Resident agrees to enter into a separate contract for a residential meal plan with CSU Dining Services to comply with this requirement.
- C. Residence Life reserves the right to assign the standard residential meal plan applicable for any Resident who does not have a meal plan contract in place at the time of a Housing assignment or prior to their move-in date. In such a circumstance, You shall be fully responsible for all related fees.
- 22. Cancellation Provisions. The Contract is binding for the entire academic year or portion thereof if entered into after the beginning of the academic year. To officially request a cancellation, You must submit a written request for cancellation via The Housing Self-Service Portal that includes third-party supporting documentation of one of the reasons listed within this section. Following submission of the request, the student must continue to make payments due under this Contract unless and until You receive written notice of cancellation and follow the instructions within the notice. Submission of a Contract Cancellation Request does not guarantee approval. Each request will be reviewed by the Director of Residence Life and considered on its merit. If the cancellation request is approved, You will be relieved of further obligations under this Contract and the Resident's student account will be adjusted accordingly.

A. Cancellation by the Student.

- i. The following are reasons for which the Contract may be cancelled, subject to the submission of proper documentation and the approval of Residence Life and will be determined on an individual basis:
 - a. The existence of a documented injury, illness, or medical condition that occurs after the Contract was signed which cannot be accommodated within the residence hall system or that necessitates withdrawal from the University.
 - b. Induction into the military service or military absences that necessitate a change in residence.
 - c. Voluntary withdrawal from the University during the fall or spring semester[s] or at the end of the fall semester due to graduation, enrollment at another university, or leave of absence.
 - d. Internships, practicum, or study abroad requirements that necessitate residence away from campus, if the Resident will not return to housing during the remainder of the Contract Term.
 - e. The existence of an extenuating circumstance or demonstrated need other than voluntary withdrawal from the University, including drastic reduction in financial resources following execution of the Contract, severe health problems, and other exceptional changes in the Resident's status.
- ii. Any occurrence that prevents the University temporarily from rendering full performance under this Contract, such as war, fire, flood, or other disasters, pandemic, epidemic, order or act of a governmental authority, state of emergency and/or strike or work stoppage, whether by University or other employees, shall <u>not</u> constitute grounds for cancellation of this Contract by the Student.
- iii. In the event of a Contract cancellation that is initiated by You, a prorated charge for the dates in residence and dining will be assessed, in addition to a \$200 contract cancellation fee. The grace period for canceling this Contract to move off campus without financial charge is outlined in Section 23(G).
- iv. The Resident's non-occupancy of the Housing does not terminate the contract. If Resident moves out of Housing during the Term of Contract without relief from contract obligations through Residence Life and remains enrolled at the University, shall continue to be liable for all housing fees.
- B. **Termination by the University.** Resident Life may terminate this Contract for an Event of Default. An Event of Default occurs if You fail to comply with any term or condition of this Contract, or the Resident violates or fails to comply with University policy or the Resident Handbook (each an "**Event of Default**"). If this Contract is terminated by Residence Life for an Event of Default, you shall remain obligated to pay the remaining room and board fees for the semester in which the termination occurs. Students who violate the terms of the Contract may be referred to the University or residential conduct system. Without limiting the preceding, the University may terminate the Contract prior to the expiration date for the following reasons:
 - i. Academic or disciplinary separation from the University
 - ii. Disciplinary removal from University Housing
- C. In the case of a Contract cancellation or termination at any time during the Contract Term, the Resident must officially remove all belongings, turn in room key, and properly check-out within 72 hours of notification. You will continue to accrue daily housing charges until the move-out/check-out process is completed.
- D. Failure to return a key or fob will result a re-core or replacement charge. If Contract termination occurs between the fall and spring semesters, the Resident must complete the checkout process prior to the start of the spring semester by a date confirmed by Residence Life.
- E. The University reserves the right to make needed repairs and renovations to Housing. If such work will render accommodations uninhabitable, and Residence Life cannot furnish other accommodations, the Contract shall terminate, and a prorated portion of the Room and Board Fees already paid for the remainder of the Contract Term will be applied to the student's account.
- F. You are strongly advised not to sign an off-campus housing lease until You have been formally notified of a release from this Contract. Signing an off-campus housing lease does not serve as a reason for Contract cancellation approval and You will still be responsible for housing charges per this Contract.
- G. Fall Pre-Term Cancellation Fee Schedule. If You desire a release from this Contract prior to September 1st but You do not meet the criteria listed for cancellation under the Contract cancellation provisions, You may elect to pay a Fall Pre-Term Cancellation Fee and be released from this Contract. You must complete and submit a Fall Pre-Term Cancellation Request Form before the dates specified in the fee schedule (below) in order to be considered for this option:

Cancellation Period	Start Date	End Date
No Cancellation Fee Period	When Contract	April 15 th
	is released	(unless

		already	
		assigned)	
\$200 Cancellation Fee	April 16 th	May 15 th	
Period			
\$300 Cancellation Fee	May 16th	June 15th	
Period			
\$500 Cancellation Fee	June 16th	July 15 th	
Period			
\$750 Cancellation Fee	July 16th	September	
Period		1 st**	

**After this date, the Contract is binding, making the student financially responsible for all costs associated with their housing assignment and respective dining plan for the academic year unless they are approved for release under the cancellation provisions section of the Contract.

- H. Cancellation Fee. In event of a University initiated cancellation or the student's contract cancellation approval, a \$200 contract cancellation charge will be assessed. Housing and dining prorations and charges will be managed as outlined in paragraph 18.
- 23. Governing Law; Venue. 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.
- 24. Reservation of Rights. The rights and remedies of Residence Life set forth herein are in addition to all other rights and remedies allowed under law and equity. By signing the Contract, You agree to be bound by all the terms and conditions stated herein and adhere to written policies and procedures of Residence Life and the University.
- **25. Acts of God.** If either party is prevented from, or delayed in, completing performance of any or all of its obligations under the Contract (other than payment of rent and fees) by an act of God or any other occurrence beyond the party's control, the party will be excused from performance for as long as it is reasonably necessary to complete performance.
- **26.** Waiver. No waiver of any default in the performance of the Contract shall be effective unless in writing and signed by the waiving party. The waiver of a particular default in the performance of the Contract shall not constitute a waiver of any other or subsequent default. The resort to a particular remedy upon a default shall not constitute a waiver of any other available remedies.
- 27. Severability. If any provision of the Contract is determined to be invalid or unenforceable, the remainder of the Contract shall not be affected and shall remain in effect.
- 28. Entire Agreement. This Contract, together with the application and acceptance forms, contain the entire contract between Residence Life and You and supersede any and all prior agreements or representations between the parties pertaining to the same subject matter. Subject to applicable law and University policy, Residence Life may, in its discretion, increase the rent or otherwise alter the terms and conditions of the contract effective upon the commencement of any renewal term.

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TOBACCOFREE

TOBACCO FREE CAMPUS POLICY

Cleveland State University has a vital interest in maintaining a safe, healthy, and respectful learning and working environment for members of the university community. The university seeks to set a model for a tobacco free workplace and promotion of healthy lifestyles now and in the future. Research findings show that use of tobacco products in general constitutes a significant health hazard.

CLEVELAND STATE UNIVERSITY

Tobacco use, including the sale, advertising, sampling and distribution of tobacco products and tobacco related merchandise is prohibited in all university facilities, on all university grounds, whether leased or owned, and at university-sponsored events, regardless of the venue.

COMMUNITY STANDARDS OF CONDUCT

Students who have ever pled guilty or been convicted of a criminal offense or have charges pending against them are required to disclose this information to Cleveland State University. Euclid Avenue Development Corporation, as owner of CSU's residential communities, reserves the right, in its sole discretion, to conduct a background check if it deems it is necessary to confirm conviction or criminal offense information. Upon receipt, materials will be reviewed to determine if the Euclid Avenue Development Corporation will extend housing privileges to the student. Students are required to immediately update this information with the Department of Residence Life if their status related to this information changes. At that time, the Executive Director of Residence Life or their designee will review their specific situation and make a determination regarding their housing privileges.

ATTESTATION AND SIGNATURE

I agree to accept a room assignment in a residential community owned by Euclid Avenue Development Corporation for the contract type and rate identified on this contract. By signing this document, I understand that I am entering into a legal, binding contract with Euclid Avenue Development Corporation for housing accommodations subject to the terms and conditions which I hereby acknowledge I have carefully read, and I further agree during the term of this contract to act in accordance with the Policies and Procedures stated in the Resident Handbook and the CSU Student Code of Conduct, hereby incorporated as part of this contract.

Resident/Student Signature	Date	
Parent's Signature (required if Resident is under 18 yrs. of age)	Date	

Contact Information:

To contact Residence Life:

Executive Director of Residence Life

2450 Euclid Avenue
Euclid Commons 198
Cleveland OH 44115-2440
Email: reslife@csuohio.edu
Phone: 216.687.5196

Fax: 216.687.5156

For Deposits: Department of Residence Life

2450 Euclid Avenue
Euclid Commons 198
Cleveland OH 44115-2440
http://tinyurl.com/CSUsecdep

For Housing Payments:

Made in person Bursar's Office

Berkman Hall (BH) 114

https://campusnet.csuohio.edu/

Mailed to: Cleveland State University

Bursar's Office 2121 Euclid Avenue Cleveland, OH 44115

All notices related to this Contract and your housing privileges will be sent electronically to your CSU email address. Please notify the Residence Life immediately in writing if your email address changes.