

THE CLEVELAND INSTITUTE OF ART

CAMPUS HOUSING CONTRACT TERMS AND CONDITIONS FOR STUDENT HOUSING

TERM OF THE AGREEMENT

Once you have paid your \$200.00 housing fee, this HOUSING AGREEMENT becomes a binding contract for BOTH semesters of the new academic year. We do not accept one semester unless you are graduating after the fall semester or are a new resident in the spring semester. Students are expected to pay their \$200 Housing Fee at the time the contract is signed.

The campus apartment contract is a legal agreement between the Cleveland Institute of Art and the individual student. It entitles the student to the use of campus apartment accommodations only in such manner as set forth herein, in the Campus Housing Handbook and rules and regulations posted in the building. These publications are hereby incorporated in this contract. This contract is a license to use the campus apartment and shall not be construed as a rental agreement.

Failure to observe any of the terms and conditions of this campus apartment contract will be deemed an immediate forfeiture of this contract agreement and may subject the student to disciplinary action under the Institute policies. Actions may include, but are not limited to eviction from the apartments.

Cleveland Institute of Art will be known through this contract as 'the Institute.'

ELIGIBILITY

To be eligible for residency in the Institute managed campus apartment, must be currently registered on a full-time basis at the Institute, and must also be the signatory on the contract.

OCCUPANCY PERIOD

This contract, when signed and submitted, is binding for the academic year or remaining portion thereof. The occupancy period may be subject to change by the Institute based on unforeseen alterations in the academic year calendar.

The student agrees to occupy the apartment/room assigned. Any student who remains enrolled in the Institute, but leaves the apartment during the contract period without a release from the apartment, continues to be liable for the charges for the full academic year contract period.

HOUSING FEE

The \$200 Housing Fee serves to reserve your spot on campus and is non-refundable. A HOUSING FEE OF 200.00 MUST BE PAID BEFORE THE APPLICATION WILL BE PROCESSED. This fee is not used to offset any damage caused by students. Students are financially responsible for any damage or loss to their apartment or apartment furnishings and for any other damage or loss they cause to any part of the apartment building.

CONTRACT ENFORCEMENT

Signed contracts become binding for the Academic Year (Fall and Spring semester) on individuals upon receipt of the contract by the Student Life Office.

PAYMENT

The student shall be responsible for the housing charges for the entire academic year or for that portion which this agreement shall cover except as noted:

(a) All students who withdraw or take leave of absence from the Institute, or those who remain at the Institute but are granted a release from their housing contract, are liable and will be charged for all days from the contract date to the date of such withdrawal, leave, or release based on the Institute's refund policy.

(b) A resident who is removed from campus housing for judicial reasons will not receive any form of refund of housing fees or costs.

Housing charges under this agreement are to be paid to the Office of Business Affairs together with other registration charges. Regardless of contract type, students will be charged per semester for their housing. Institute students can arrange with the Business Office for deferred payment of housing fees consistent with arrangements for the deferred payment of tuition.

The Student Life Office reserves the right to waive remaining fees based on unusual circumstances in individual cases.

CONTRACT TERMINATION

All contracts are binding for the academic year or remaining portion thereof. Reassignment to another room because of renovation or for any other reason, are not grounds for release from this contract, for moving expenses, or for any other release.

The \$200 Housing Fee paid with this application is non-refundable and serves as a reservation for campus housing. Only students who withdraw from CIA prior to June 1st are eligible for a refund of the fee. After that date, no refunds will be given. All students whose contracts are terminated after this agreement is signed will be charged an early termination fee of \$500.

Students who take a leave of absence, or are separated from the Institute during a semester will not be charged the early termination fee, however if you withdraw from CIA after the first week of the semester or are released from your contract, residence hall fees may be prorated at the discretion of the college. Refunds for other circumstances are not possible.

BREAKS AND HOLIDAYS

Campus housing remains open during the Thanksgiving, and spring break periods for residents who are not on judicial probation at the time of that specific break.

Winter and summer break are considered separate agreements that students are charged additional housing fees for. Break Housing fees will be charged directly to a

student's account. Students are expected to pay fees by the beginning of the semester.

CIA closes for winter break the week prior to the New Year's holiday. **During this time, the halls will be closed and winter break students will have to find alternative housing.** CIA reserves the right to move students to designated break housing during the summer and winter breaks.

Academic year contracts run from the beginning of fall semester to the end of spring semester. In December, residents must vacate the building by the day following the last day of finals/final critiques for fall and spring semester. The residences reopen on the Saturday before the spring semester at 8am. Meals are not available over spring and Winter Breaks.

REMAINING OCCUPANTS OF ROOMS WHERE VACANCIES OCCUR

When vacancies occur, the Institute reserves the right to show the apartment and assign new occupants to fill those vacancies, or move a student to consolidate space. Students who have open spaces in their apartments should assume that their space is an option for other students. The resident may be required to move in with or take on another roommate. Student may not change rooms without permission. Students requesting a different room assignment must complete a Room Change Request form and submit it to the Residence Life Coordinator/Hall Director. Permission to change rooms is not automatically given upon request. CIA reserves the right to move students whenever appropriate; students may not refuse any roommate assigned to their quarters. Room changes are not allowed during the first or last two weeks of a semester.

ASSIGNMENT OF CONTRACT

Students are prohibited from taking a roommate or assigning, sub-leasing, licensing, or in any other manner transferring their interest in this housing agreement or permitting any part of their apartment/room to be shared by persons not duly assigned by the Institute.

RULES AND REGULATIONS

Students living in CIA housing are expected to uphold and abide by the terms of this contract and the rules and regulations governing students of the Institute as outlined in the CIA Student Handbook, the Residence Hall Policies Handbook, and in policies both oral and written which the Institute may establish. The Institute reserves the right to alter, delete, or add policies when it deems necessary. If a student is voluntarily or involuntarily separated from the Institute in accordance with published procedures in the Student Handbook, the housing agreement is automatically cancelled with any refunds given solely at the discretion of the Institute.

RESPONSIBILITIES FOR ROOM USE

Each bedroom contains a bed, a desk, dresser, and closet space. Students must provide their own linens, including pillows and blankets.

The Institute recognizes students' need for and right to privacy in their own rooms. However, authorized Institute officials may enter the apartment and/or a student's room for inspection or maintenance after reasonable notice, or in the case of emergency. Staff members are required to identify themselves prior to entering the room.

CIA'S RIGHT OF ENTRY

The Director of Student Life and Housing and authorized CIA personnel may maintain a key to the residence hall and shall have access to the residence hall rooms at all reasonable hours for the purpose of inspecting or repairing the same and shall give you reasonable notice of intent to enter, except in the case of emergency or if it is impractical to do so, or if there is a reason to suspect a violation of Institute or residence hall rules or policies is occurring. Notifying the Institute of a needed repair in your room shall be considered authorization for Institute personnel or an agent of the Institute to enter the room without notice to effect repairs. All rooms may be inspected by the Institute over the breaks and between semesters, or at other times as deemed necessary by institute personnel.

NON-DISCRIMINATION STATEMENT FOR ON-CAMPUS LIVING

The Cleveland Institute of Art does not discriminate in housing procedures on the basis of race, creed, color, gender identity, religion, sexual orientation, national origin, or disability. Please contact the Office of Student Life and Housing at 216-421-7495 or studentlife@cia.edu to discuss any housing concerns you may have, so that we may make your living situation as comfortable as possible.

ADA COMPLIANCE STATEMENT FOR ON-CAMPUS LIVING

If you have a documented disability as described by the Rehabilitation Act of 1973 (PL 933-112 Section 504) and Americans with Disabilities Act (ADA) that may have an effect on your living conditions in CIA housing, please contact the Disability Services Office at 216-421-7428. They can assist you and the Residence Life staff in formulating a reasonable accommodation plan and provide support in developing appropriate accommodations for your living environment.

HOUSING INSURANCE COVERAGE

The Institute shall maintain fire and extended insurance coverage on the structures and other improvements of CIA student housing with a scope and level of coverage that the Institute deems appropriate. Such insurance will not provide protection for any property that you bring on campus. You should make arrangements to ensure the safeguarding of personal property due to theft, fire, building dysfunction, or another cause. The Institute assumes no liability for your personal property.

CHECK-IN/CHECK-OUT REQUIREMENTS

Each resident must fill out a check-in form upon occupying the apartment/room. This form, when countersigned by the Director of Student Life or the designee, is the basis for assessment of any damage or loss attributable to the

residents at the termination of the occupancy period. Failure to complete and return the form will result in the student assuming responsibility for all damages in the apartment/room.

Upon check-out, the residents must remove all refuse and discarded material and leave the apartment/room as clean as at the time of check-in. Charges for additional required cleaning, removal of personal property, or for any loss or damage caused by the residents will be charged to the residents involved. Appeal should be directed to the Director of Student Life within the designated time indicated in the damage evaluation sent to students during the summer.

DAMAGE OR LOSS

Students are liable and responsible for any damage or loss to their apartment/room or apartment/room furnishings and for any other damage or loss they cause to any part of the apartment building. Damage or loss must be reported promptly to the Residence Life staff.

REMOVAL OF FURNISHINGS

Furnishings provided by the Institute may not be removed from the apartment.

DECORATIONS AND MODIFICATIONS

Students may not make any permanent structural changes in their apartment. This includes painting, wallpapering and paneling. No poster, sign, etc. may be hung, on windows. Nails and metal hooks are not allowed to be used in hanging pictures, mirrors or other small items to walls. Students may use products similar to 3M brand strips, however, you do so at your own risk. Damage to walls will result in charges to students.

Students may not bring in their own upholstered furnishings. This includes, but is not limited to, mattresses, beds, couches, chairs, ottomans, and futons.

GUESTS

Students may have an overnight guest for not more than three (3) consecutive nights if the presence of a guest does not constitute an inconvenience for the roommates or otherwise interfere with apartment life. Guests are expected to observe all housing rules and regulations. Students are responsible for the behavior of guests and for any damage done by their guest.

APPLIANCES

It is the responsibility of all residents using ranges, refrigerators, disposals, or dishwashers furnished by the management to maintain same in a clean and safe state of repair. All charges for service and repair to this equipment due to the resident's neglect are the responsibility of the

resident. Report any defects, malfunctions, damage or needed repairs immediately to the residence life staff member. **DO NOT TURN ON SUITE AIR CONDITIONING UNITS DURING WINTER MONTHS. Uptown Residents:** When using the garbage disposal be sure COLD WATER is turned on before and throughout the entire grinding cycle.

UTILITIES

The Institute will manage all utilities (gas, water, and electric). Additionally, the Institute will provide internet and cable to each suite. Internet, both hard-wired and wireless, is expected to be used in accordance to the acceptable use policy outlined in the student handbook.

FIRE SAFETY

The storage of explosive or flammable substances in the apartment is prohibited. Placing false alarms, interfering with the proper functioning of the fire alarms system, or tampering with or removing fire hoses, oxygenators, and firefighting equipment are prohibited.

Evacuation of the building by all residents is required when the fire alarm sounds.

WEAPONS

The possession or use of rifles, shotguns, pistols or other firearms or of ammunition, gun powder, fireworks, air rifles, air pistols, or other dangerous instruments is prohibited.

USE OF PUBLIC HALLS, ELEVATORS AND ROOF

The entrances, passages, halls, corridors, stairways, elevators, and exits, driveways or any other common area of the Building, or land on which the Building is situated, shall not be obstructed by students. No furniture or bulky articles shall be carried up or down the stairways or elevators of the Building, except only at such times and under such regulations as may be prescribed by CIA. Students shall not erect any structures for storage, construct any aerial, or use or enter upon the roof for any purpose whatsoever.

Exterior antennae may not be placed on or extend from the residence hall.

DRUGS AND ALCOHOL BEVERAGES

Residents and their guests must adhere to federal and state regulations regarding drugs and alcohol. It is illegal in Ohio for alcoholic beverages to be made available by sale or otherwise to anyone under 21. The Institute policy on drugs and alcohol is also applicable. It is essential for students to know and observe the law and Institute policies.

REPOSSESSION BY THE INSTITUTE

The Institute reserves the right to repossess students' rooms and apartment in the event of epidemic or other emergency.