

# Cleveland Institute of Art

## Residence Hall Contract

**The residence hall contract is a legal agreement between the Cleveland Institute of Art and the individual student. It entitles the student to the use of the residence hall accommodations only in such manner as set forth herein and in the Residence Hall Resident Handbook.**

These publications are hereby incorporated in this contract. This contract is a license to use the residence hall and shall not be construed as a rental agreement.

Failure to observe any of the terms and conditions of this residence hall 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 residence hall.

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

### ELIGIBILITY

To be eligible for residence in the Institute residence hall, a student must be currently registered on a full-time basis at the Institute.

### OCCUPANCY PERIOD

Residence hall and board contracts, when signed and submitted, are 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 or for other reasons such as without limitation by example, an energy crisis.

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

### RESIDENCE REQUIREMENTS

All unmarried, under 21, first-year students who are not living with their parents(s) or guardian(s) in Cuyahoga County are required to live in the residence hall for their first full academic year, and participate in the meal plan. On-campus exceptions, although rare, must be obtained from the Director of Student Life + Housing. Any student who fails to comply with this policy will be subject to disciplinary action.

The residence hall remains open during the Thanksgiving and Spring Break for residents who are not on judicial probation at the time of that specific vacation. The hall is closed during the period the Institute is closed during the winter break.

The housing space assigned is available for occupancy on the day before Orientation, and for returning students no later than the day before the first day of classes.

### PAYMENT

**A deposit of \$150.00 must be paid before the Application will be processed.**

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

(a) Prior to June 15, this agreement may be cancelled without forfeiture of deposit by written request to the Director of Student Life + Housing.

(b) From June 15 until the beginning of Fall registration, this agreement may be cancelled by written request to the Director of Student Life + Housing but the deposit will be forfeited. Agreements of students who fail to register by the start of Fall semester will also be cancelled and deposit forfeited.

(c) 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. If such withdrawal, leave, or release occurs after the first week of that semester, they are also liable and will be charged a percentage of the remaining fees for that semester based on the Institute Refund Policy. A resident who is removed from the residence hall for judicial reasons will not receive any form of refund of housing fees or costs.

Room charges under this agreement are to be paid to the Office of Business Affairs together with other registration charges. Institute students can arrange with the Business Office for deferred payment of room and board 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 some individual cases.

### DAMAGE DEPOSIT

The \$150.00 housing deposit paid prior to receiving this contract serves as a damage deposit. The damage deposit, or that portion remaining, will be refunded when the student withdraws from housing at the end of the academic year. Students are financially responsible for any damage or loss they cause to any part of the residence hall. Any damage to public areas of the building that is unaccounted for will be the financial responsibility of all residents of a specific floor or of the entire building, if necessary.



### **CONTRACT ENFORCEMENT**

Signed contracts become binding on the Institute upon receipt of the contract by the Student Life Office. Contracts are binding on the student when signed and accompanied by the \$150.00 deposit or Institute authorized deferment.

### **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 \$150.00 damage deposit paid with this application also serves as a room deposit. All students whose contracts are terminated after the June 15 deadline, or withdraw from school before the first semester are liable for and will forfeit the \$150.00 room deposit and will also be charged an early termination fee of \$800.00.

Students who withdraw, take a leave of absence, study abroad, or are separated from the Institute during a semester will not be charged the early termination fee, but will be charged for housing based on the Institute's payment/reimbursement schedule. These students will also forfeit their \$150.00 room deposit.

### **LATE ARRIVALS**

Students must notify the Student Life Office if their planned arrival date is later than the day before the first day of classes as designated by the Institute. Failure to do so may result in cancellation of their room contracts without further notice and forfeiture of the deposit.

### **ROOM VACANCIES**

When vacancies occur, the Institute reserves the right to show rooms and assign new occupants to fill those vacancies. The remaining occupant may be granted one of the following options:

- (a) find a suitable roommate to fill the vacancy.
- (b) to relocate to another vacancy with a preferred roommate.

The Institute also reserves the right to reassign the remaining occupant to a different room.

### **ROOM CHANGES**

Students may not change rooms during the first two weeks of each semester. After this, students may move only after receiving the written approval of Student Life + Housing. Any rooms that are still vacant the day before the first day of classes in the fall semester may be re-assigned to other students.

The process for changing rooms includes at least one mediation meeting between roommates and housing staff.

### **RESPONSIBILITIES FOR ROOM USE**

Each residence hall bedroom contains a bed, a desk, overhead lighting, drawer and closet space, a wastebasket, and blinds. Students must provide their own linens, including pillows and blankets. Students may not move furnishings from one room to another.

The Institute recognizes students' need for and right to privacy in their own rooms. However, authorized Institute officials may enter 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.

Residents are responsible for the condition of their rooms. Residents are responsible for bedroom, bathroom, kitchenette, and common

work area cleaning, regular waste removal, and maintaining satisfactory sanitation and life safety standards determined by Student Life + Housing. Periodic Health and Safety checks will occur every semester by the housing staff. Staff will coordinate times with residents to walk

them through the process. Building service workers clean the lounges, and corridors in the residence hall.

### **CHECK-IN/CHECK-OUT REQUIREMENTS**

Each resident must fill out a check-in form upon occupying the room. This form, when countersigned by a member of the Residence Life Staff, 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 room.

Upon check-out, the residents must remove all refuse and discarded material and leave the room as clean as 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 deducted from the damage deposit. If costs exceed the amount of the damage deposit, the additional amount will be charged to the residents involved. Appeals should be directed to Student Life + Housing.

### **REMOVAL OF FURNISHINGS**

Furnishing provided by the Institute may not be removed from the student rooms or common areas.

### **USE OF PREMISES**

The student shall not use their assigned space as a sales room, storage location for commercial activity, or conduct any type of business. The student cannot use open spaces as a single room unless authorized by the Office of Student Life and Housing in writing. Additional occupants shall not stay within the premises other than as assigned by the Office of Student Life and Housing or allowed by college policy. The student has no right to sublet or rent any space.

### **DECORATIONS AND MODIFICATIONS**

Students may not make any permanent structural changes in their rooms. This includes wallpapering and paneling. No poster, sign, etc. may be hung on windows. Residents must use blue painting tape or approved adhesive products rather than scotch tape, glued picture hooks, or nails to fasten pictures and posters to the walls.

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### **GUESTS**

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

### **SOLICITING**

No solicitation of any type, by canvasser, etc., is permitted in the residence hall facilities.

### **EXTERIOR ANTENNA**

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

### **FOOD SERVICE**

The Case Western Reserve University Board Plan will begin with dinner the day before the first day of classes. The traditional board plan option is based on Case Western Reserve University's academic calendar. Meals will not be served during CIA or CWRU regular recesses. It is understood that credit will not be given for meals missed and that board is not transferable. The Case Cash only plan remains active and carries over semester to semester. All students in the residence hall are required to be on the board plan. Students may only change their meal plan during the first week of the semester. Procedure for medical excuses from board is available upon request.

### **BALCONIES**

The residence hall is equipped with several balconies both for community use and resident private use. There are to be no grills, candles, fire pits, or flammable materials out on the balconies. Spray paint, adhesives, etc. are also prohibited. There is to be no climbing or activities that put students in danger to them or others. Additionally, furniture on the balconies is to remain on the balconies unless removed seasonally by housing staff. For additional information on balconies, please see the Residence Hall Handbook.

### **FIRE SAFETY**

The storage of explosive or flammable substances in the residence hall is prohibited. Placing false alarms, interfering with the proper functioning of the fire alarm system, or tampering with or removing the fire hoses, detectors, oxygenators, and fire-fighting equipment are prohibited.

### **SECURITY**

The building has video surveillance in hallways and corridors, however, we ask that when entering the building, you do not allow individuals you do not know to enter into the building.

### **WEAPONS**

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

### **MOTOR VEHICLES**

First-year students may not have a vehicle on campus.

### **SMOKING**

Smoking is prohibited in all rooms, lounges, bathrooms, and balconies. Smoking is permitted only in designated areas.

### **DRUGS AND ALCOHOLIC 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. (Note: that policy places specific restrictions on alcohol in residence halls.) It is essential for students to know and observe the law and Institute policies.

### **INSURANCE OF PERSONAL PROPERTY**

Personal property of students is not covered by CIA insurance. Students should carry their own insurance against loss or damage.

### **LIABILITY**

In the event of damage by fire, water, steam or their agents that render a room wholly unfit for occupancy, the Institute reserves the right to reassign the student to alternate housing accommodations. If alternate quarters are not available, the housing contract may be terminated.

The Institute shall not be liable, directly or indirectly, for loss of or damage to any article of personal property anywhere on the premises caused by insufficient heat, fire, water, steam, the elements, or actions of third persons.

### **JOINT AND SEVERAL LIABILITIES**

The student shall be individually liable, and jointly liable with other students for all damage done to rooming accommodations and furnishings therein. The student also agrees to be jointly responsible with other residents for residence hall accommodations, furnishings, and equipment and to share in the payment of damages sustained.

The University will assume no liability for personal injury of students who choose to utilize the bunk option of University beds.

### **MAINTENANCE PROJECTS**

Residence hall refurbishing and renovations projects are sometimes undertaken while students are in residence. In some instances building or room reassignment may be required.

### **CABLE AND INTERNET**

Cable television and both hard-wired and wireless internet are included in the cost of the room.

