

# John Carroll University

## 2021-2022 Housing Agreement and Provisions for Occupancy

The undersigned full-time undergraduate student ("Student"), any parent or guardian signatory as applicable, and John Carroll University ("JCU"), enter into this Residence Hall Agreement ("Agreement") upon the following terms and conditions:

### 1 Residency Requirement.

- 1.01 All entering Students, of traditional age, need to declare their status as a resident or commuter through the Enrollment Reservation Form sent by JCU as part of the admissions process. Those not commuting from home are required to live on campus during their first two years. This policy also applies to those who transfer into JCU as traditional first or second year Students. **Commuting is defined as living exclusively in the permanent and primary residence of a parent or legal guardian, which must be located within 35 miles of the John Carroll University campus.**
- 1.02 Once a Student establishes his/her status as a resident, he/she must seek approval for a change of status to commuter. A formal request can be made through the Office of Residence Life via the Request for Release process. See section 14.04.
- 1.03 First-year Students who intend to reside on campus should indicate this on their enrollment reservation form.

### 2 Agreement Terms and Conditions.

- 2.01 This Agreement is for a space in the JCU housing system and covers the entire academic year (both fall and spring semesters) or any portion of the academic year remaining at the time this Agreement is signed. Residence in JCU residence halls requires participation in JCU's residential dining program. The Student will be assessed all fees for the Agreement term if the Student enrolls but does not occupy the assigned space and does not have an approved cancellation pursuant to section 14.04.
- 2.02 After acceptance by JCU, **THIS AGREEMENT IS BINDING ON BOTH THE STUDENT AND JCU FOR THE FALL AND SPRING SEMESTERS OF THE 2021-2022 ACADEMIC YEAR. Students who break the contract, except with approval as provided in this Agreement, will be responsible for the entire amount of the contract. This obligation is binding whether or not Student affirmatively chooses a particular room assignment after the time of execution.**

### 3 Occupancy Period.

- 3.01 The scheduled time period when JCU's Residence Life Student housing is open to all Student residents and JCU's fall or spring semester classes are in session is considered the "Core Occupancy Period." The Office of Residence Life designates the "Residence Halls Open" at the start of the Core Occupancy Period each semester and then designates the "Residence Halls Closed" at the end of the Core Occupancy Period each semester. The Office of Residence Life will publish a schedule establishing the Core Occupancy Period for the year, any residence hall closures for breaks of vacations, and a planned move in/out period by July 15 prior to the start of each academic year. If the Student requires housing prior to or after the Core Occupancy Period other than the period assigned for move-in and move-out pursuant to Section 3.03.01, they must apply for permission to do so. Approved requests may include a charge for any additional periods of occupancy ("Additional Occupancy Fee") other than the period assigned for move-in and move-out.
- 3.02 Room Reservations will be held until 5:00pm on the first day of the Core Occupancy Period for both fall and spring semesters. Students must have the room and board fees paid in full and "check-in" by this time or forfeit their reservation and fees.
- 3.03 This Agreement does not entitle the Student to the use of his/her room in the residence hall outside the Core Occupancy Period, including when the Office of Residence Life has designated the residence halls closed for breaks or vacations, except with prior authorization under the following circumstances:
  - 3.03.01 The Student is permitted to occupy their assigned student housing for periods falling outside of the Core Occupancy Period in accordance with the schedule they are given by residence life for the move-in and move-out process. This time is not considered part of the Core Occupancy period and may be modified by JCU upon advance written notice.
  - 3.03.02 Graduating seniors are generally permitted to remain on campus prior to and for commencement activities, and must then vacate their assigned housing within 24 hours following commencement.
  - 3.03.03 If special permission is given for occupancy outside the Core Occupancy Period, such as before opening or after closing dates or during vacations or breaks, Student may be required to temporarily occupy a different space or facility. JCU may charge Student an Additional Occupancy Fee for staying in the residence halls at times when the halls are ordinarily closed.

### 4 Payment of Fees.

- 4.01 The Student agrees to accept their assigned space in JCU housing and pay room and board fees on or before the published payment dates. The current room and board fee schedule for the 2021-2022 academic year, which is incorporated by reference, can be found at the [Room and Board Rates Website](#). It is the responsibility of the Student to routinely check his/her Student account to determine outstanding balances. Students who receive financial aid awards are required to pay all room and board costs not covered by their awards (after all tuition and fees are paid), by the payment date set by JCU. Financial aid may not be used to pay the required security deposit. Rates are also adjusted on a pro-rated basis if the room type changes. **Failure to pay fees in a timely manner will be a material breach of this Agreement.**
- 4.02 **The rates listed are only valid for the listed academic year.**
- 4.03 If during the 2021-2022 Academic year the JCU determines that the Core Occupancy Period must be adjusted for health and safety reasons, COVID-19 related factors, if housing is rendered uninhabitable and alternative housing is unavailable, or other factors beyond the control of JCU, then a reasonable credit/refund will be made to the Student's room and/or board fees to account for any material changes to the Core Occupancy Period during which the student is eligible to access these services. A material change for the purposes of this Agreement is defined as a change that reduces the total number of days of housing or dining that the student is eligible to receive during the academic year by more than ten percent as compared to the total number of days originally scheduled as part of the Core Occupancy Period for that academic year.
  - 4.03.01 JCU will provide Student with a credit or refund of room and board fees for a material change to the Core Occupancy Period due to health and safety reasons, COVID-19 related factors, if housing is rendered uninhabitable and alternative housing is unavailable, or other factors beyond the control of JCU. This credit or refund will be reasonably calculated by the University to include consideration of: whether the student was permitted to access the room and board services for a majority of the Core Occupancy Period, any increased overhead costs incurred by JCU for health and safety measures, and any extraordinary costs associated with the management and operation of the residence halls and dining operations during the semester, including but not limited to any extraordinary costs associated with pandemic-related preventative measures, the management of pandemic-related risks, and increased cleaning costs.
  - 4.03.02 Students are not entitled to any refunds for changes to the schedule for occupancy periods outside of the Core Occupancy Period, except to the extent that the Student paid JCU an Additional Occupancy Fee that is directly attributable to their occupancy outside of the Core Occupancy Period.

### 5 Security Deposit for Resident Students.

- 5.01 JCU agrees to assign space and provide board only after Student has submitted the housing application along with a security deposit of \$200.00. This constitutes a security deposit against charges or other indebtedness incurred by Student during the course of occupancy pursuant to this or subsequent housing Agreements with JCU. JCU may assess charges against the security deposit for damage to or loss of JCU property, both in Student spaces and in common or public areas. Charges may be assessed for damage to Student spaces that is discovered during the term of the Agreement, and within 5 business days after the Student has checked out, provided the space has not been reoccupied. The security deposit will not be interest bearing. The security deposit cannot be used to offset regular amounts billed to Student pursuant to this Housing Agreement. If a new Housing Agreement is signed (renewed) before the termination of this Agreement, the balance of Student's security deposit will automatically be carried forward to the new Agreement. The security deposit will be held until 30 days after graduation or termination or non-renewal of the Agreement. Any charges owed to JCU under this Agreement will be deducted from the security deposit before a refund is issued. If the security deposit becomes fully depleted, Student shall remain liable to JCU for any deficiencies or balances that remain unpaid.

### 6 Responsibility for Damage and Loss.

- 6.01 By signing the Room Condition Report, Student accepts the condition of the room and contents at the time of occupancy and establishes the standard for the condition of the room and contents at the termination of occupancy.
- 6.02 Student specifically agrees to be liable for damage or other loss incurred to the building, room, furniture and equipment which is not the result of ordinary wear and tear. Damage within the Student rooms is the responsibility of the Students assigned. Students will be given a month to appeal any assessed room damage fee in writing.

- 6.03 Damages that occur to common or public areas (e.g. restrooms, lounges, study rooms, etc.) that are not attributable or chargeable to a specific individual or group shall be equally shared by the residents of the living area where those damages occur.
- 6.04 Student will be charged \$75.00 per each key that is lost or stolen and \$50.00 per each Carroll ID Card if lost or stolen. Student must report lost or stolen keys/Carroll ID Cards immediately to the Office of Residence Life.
- 6.05 Student must check-out in accordance with circulated check-out procedures. Failure to do so will result in a \$100.00 improper check-out charge. In addition, Student will be assessed charges for any failure to turn in a key and/or for cleaning and damages as necessary at termination.
- 6.06 Any property that remains in a Student's assigned space more than ten calendar days after the Student's check-out date will be considered abandoned and may be discarded or otherwise disposed of by JCU. JCU may charge the Student a fee for the disposal of such abandoned property.

## **7 JCU Liability.**

- 7.01 JCU will assume no responsibility for the theft, destruction or loss of money, valuables or other personal property belonging to, or in the custody of, Student for any reason, whether such losses occur in Student rooms, storage rooms, public or common areas, elsewhere in the hall, or in containers related to shipment or storage. Student is encouraged to carry personal property insurance.

## **8 Room Assignments and Room Change Policy.**

- 8.01 JCU will assign accommodations after Student has completed the online application and signature process, including any required parent or guardian signature.
- 8.02 Subject to the availability of space, JCU will make every effort to assign accommodations according to Student preferences, but JCU will not guarantee assignment to a particular building, type of accommodation, or specific roommate.
- 8.03 Generally, changes in room assignments based on Student requests will not be made until after the first two weeks of the Core Occupancy Period. The ability to change room assignments is not guaranteed. Students who change rooms without permission will be assessed a charge of \$100.00, may face sanctions pursuant to JCU's Community Standards Manual, and will be required to return to the assigned room. The fee will be charged to the Student's account.
- 8.04 Transfer from one room to another within or between halls shall be predicated upon the space available, date and time of request, and the necessity of the request to transfer.
- 8.05 JCU reserves the right to change or cancel assignments in the interests of order, health, safety, or discipline with appropriate written notice.

## **9 Use of Facilities.**

- 9.01 When necessary, JCU will:
- 9.01.01 Require Students to move to other accommodations in order to vacate a building, floor, or wing.
- 9.01.02 Consolidate Students when occupancy of a room is less than the designated level. If no waiting list for housing exists, a Student living in a room with a vacancy will be given the option to pay an additional fee for a buy-out or to consolidate with another Student.
- 9.01.03 Control the use of rooms and dining facilities, with medical direction and/or in accordance with applicable health and safety guidelines, in the event of an epidemic or outbreak of an infectious disease.
- 9.01.04 Inspect all rooms, in the presence of the Student whenever possible, for purposes of inventory, fire protection, sanitation, safety, maintenance and rule enforcement, in accordance with JCU's authorized search and entry policy as provided by the [Dean of Students Community Standards](#).

## **10 Subletting/Assignment of Agreement.**

- 10.01 Subletting is prohibited. The Student shall not assign or transfer this Agreement and any such assignments, transfers or other similar agreements are void.

## **11 Guests.**

- 11.01 Student residents shall: ensure that their guests comply with residence hall rules and regulations, pay all charges related to the presence of guests in their residence hall rooms, and accompany guests during visits. Guests, including JCU Student residents of other halls, may not enter any residence hall without an escort from that residence hall; and must be escorted at all times while in the residence hall.

## **12 Entering Student Rooms and Residences.**

- 12.01 Student specifically agrees to be bound by the search and entry procedures of JCU as they now exist or as they may be amended during the term of this Agreement. JCU's search and entry policy is found in the current Community Standards Manual in the section titled Residence Life (available at [Dean of Students Community Standards](#)).

## **13 JCU and Residence Hall Regulations.**

- 13.01 Student shall observe all JCU policies and residence hall regulations, including those found in the Community Standards Manual, and this Agreement. Failure to do so may result in removal from the residence halls. Disciplinary action may also be taken by JCU in accordance with established rules and regulations.
- 13.02 Student agrees to observe all interim Residence Life and other policies instituted by JCU to combat the spread of COVID-19 and related illnesses. Student will be required to acknowledge and agree to be bound by these policies prior to move-in as a condition of this Agreement.
- 13.03 JCU reserves the right to amend or modify its regulations governing residence halls and other policies as necessary during the term of this Agreement.

## **14 Termination of Agreement.**

- 14.01 In general, this Agreement is binding for an entire academic year as described in the Academic Calendar. JCU may terminate this Agreement and require Student to vacate the residence halls if JCU determines that Student violated any applicable JCU policies and procedures, including those listed in the Community Standards Manual, this Agreement, or any other established JCU policies or procedures.
- 14.02 JCU will provide Student with written notice of any alleged violations that might warrant termination of the Agreement and will follow the related disciplinary procedures set forth in the Community Standards Manual.
- 14.03 If, in the opinion of the Dean of Students or their designee, the Student's continued presence in the residence halls poses a threat to the safety or disruption of the university community, JCU may remove the Student from the residence halls pending a hearing.
- 14.04 Student may be released from the Agreement for the following reasons: graduation, international study, marriage during the period of the Agreement, or withdrawal from JCU. In other cases such as proven financial hardship or illness, Student must submit a Request for Release for consideration by JCU. Information on this process can be found at <https://jcu.edu/request-release>
- 14.04.01 Fees related to any release from this Agreement shall be assessed by JCU according to the John Carroll University Housing Agreement Cancellation Rules and Schedule, which is attached and incorporated by reference.
- 14.05 Should this Agreement be terminated, Student agrees to vacate the residence hall within 24 hours unless they have received written permission from the Director of Residence Life or a designee of that office to remain after termination. Any property remaining more than ten calendar days after the termination of this Agreement will be considered abandoned and may be discarded or otherwise disposed of by JCU.
- 14.06 Until all sums due and owing under this Agreement are fully paid, Student may not register for future course work at JCU, may not be eligible to graduate, and may face other restrictions or limitations based upon JCU's policies concerning the non-payment of JCU tuition and fees.
- 14.07 Should Student default in complying with any provision in this Agreement, JCU may, at its election, terminate this Agreement, retain all payments made hereunder, or in the alternative, it may seek any other remedy in law or in equity which it may elect.
- 14.08 Completion and delivery of this Agreement by Student and any applicable parent or guardian does not constitute acceptance by JCU. This Agreement is approved and accepted by JCU only when Student is assigned a space by the Director of Residence Life or a designee through an online confirmation by JCU or other written confirmation.
- 14.09 JCU may terminate this Agreement or modify residence hall operations for health and safety reasons, based on federal, state or local governmental orders, or in the event of a pandemic, epidemic, or outbreak of infectious disease.

## **15 ASSUMPTION OF RISK**

- 15.01 **DESPITE JCU'S NORMAL AND INTERIM RESIDENCE LIFE POLICIES AND THE OTHER REASONABLE SAFETY MEASURES THAT HAVE BEEN PUT IN PLACE BY JCU, THERE IS STILL AN INHERENT RISK OF CONTRACTING COVID-19 AND/OR OTHER INFECTIOUS ILLNESSES ASSOCIATED WITH LIVING IN JCU'S UNIVERSITY-PROVIDED RESIDENTIAL SETTINGS AND BEING IN A CAMPUS ENVIRONMENT. STUDENT ACKNOWLEDGES THAT COVID-19 AND OTHER INFECTIOUS ILLNESSES POSE A SERIOUS RISK OF ILLNESS, HOSPITALIZATION, DEATH, AND/OR DISABILITY. BY SIGNING THIS DOCUMENT, STUDENT ACKNOWLEDGES THESE RISKS AND AGREES THAT STUDENT IS FREELY AND VOLUNTARILY ASSUMING SUCH RISKS RELATED TO THEIR CHOICE TO RESIDE IN JCU'S RESIDENTIAL HOUSING.**

By signing this document I acknowledge that I have read and understand, and I hereby agree to be bound by this document. I agree to pay the rates as established by John Carroll University for the type of room to which I am assigned and the board plan which I selected. By signing below, electronically or otherwise, I accept the terms of this agreement and acknowledge that I understand this Agreement is binding for the spring and fall semesters of the listed academic year. A signature of a parent or legal guardian is required if the Student is under 18 years of age.

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

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

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

#### **ADDENDUM:**

#### **2021-2022 JOHN CARROLL UNIVERSITY HOUSING AGREEMENT CANCELLATION RULES AND SCHEDULE**

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

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

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

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

9. Documentation received during or after the fifth week of spring semester, 100% of semester housing charge assessed.

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

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

**CURRENT (RETURNING) STUDENT:** If a current student withdraws from JCU through the Withdraw/Leave of Absence process prior to move-in day, no housing charge will be assessed. If the decision to withdraw is made after move-in day, student will be charge a pro-rated amount based on the number of days the student was eligible to be in their assigned housing. Current students who request a release from housing due to participation in a JCU-sanctioned academic study abroad program or JCU-administered internship that necessitate a semester or more of absence from on-campus housing will not be charged a cancellation fee for cancellations necessary to pursue such programs.

Any exceptions to the Cancellation Rules and Schedule will be made in compliance with federal financial aid programs and at the sole discretion of John Carroll University.