



OFFICE OF RESIDENCE LIFE

2017-2018 APARTMENT/HOUSE CONTRACT

Please read carefully prior to signing this contract. **The Apartment Contract is for the entire 2017-2018 academic year.**

IN WITNESS THEREOF, the parties have set their signatures in Cuyahoga County Berea, Ohio and by doing so fully understand that they must abide by both University and Apartment Community Policies or be subject to termination of this contract.

MENINGOCOCCAL MENINGITIS AND HEPATITUS B VACCINATION INFORMATION

Beginning with the academic year that commenced on or after July 1, 2005, colleges in Ohio are not permitted to allow a student to reside in on campus housing unless the student, or if the student is younger than 18 years of age, the student's parent, discloses to the college whether or not the student has been vaccinated against meningococcal meningitis and hepatitis B. Answering NO will not affect your housing assignment.

Have you received the meningococcal meningitis vaccination? Yes No
Have you received the hepatitis B vaccination? Yes No

For use for residents assigned to the premises known as Berea Townhouses, Floreske Apartments, Hamilton House Apartments, 390 Front Street, 345 Beech Street, 362 Front Street, 372 Front Street, 378 Front Street, 384 Front Street, 352 Eastland, 28th 5th Street, 137 E. Bridge Street, 400 Front Street and any apartments within the residence halls.

BALDWIN WALLACE UNIVERSITY, 275 Eastland Road, Berea, Ohio, 44017, owner of the premises described herein (here in after "University"), in consideration of the room charges received and covenants mutually exchanged herein, hereby contracts to:

TERMS: This contract shall be for the term beginning Friday, August 18, 2017 and ending Monday, May 7, 2018 by 3pm unless sooner terminated as provided herein. Resident cannot occupy the premises beyond the conclusion of the specified term without the express written consent of the University. Apartments are available to students as long as they remain registered for classes as a full-time student at BALDWIN WALLACE UNIVERSITY.

COST: Resident agrees to pay BALDWIN WALLACE UNIVERSITY on the regular University billing cycle. Late charges will be assessed following University established policies. All parties executing this Agreement shall be jointly liable for all payments due hereunder. If resident(s) is permitted to occupy a unit without it being filled to capacity, the resident(s) is responsible for the charge(s) of the empty space(s) in addition to his/her own space.

The costs per semester, per person, are determined by the University and will be made known upon determination via standard University information dissemination processes, including the University Web Page, Financial Aid Office, Bursar's Office, etc.

EARLY ARRIVALS: All early arrivals MUST be approved in advance by the Office of Residence Life and will only be approved in the event of extenuating circumstances. Students who arrive earlier than the posted official opening day for both fall or spring semester will be charged the established early arrival daily rate for each day that the student is on campus prior to that official opening day.

DAMAGE TO PROPERTY: Residents shall be responsible for any damage done to the assigned premises, the building, the grounds, personal property or any common area or parking lot, caused by Resident's acts of omission or by those of any person who Resident permits to be about the assigned premises.

CONDITION OF PREMISES: Upon the execution of this agreement, and upon occupancy, Resident has examined the premises, completed and signed a Condition Report and is satisfied with the condition thereof. No representations have been made by the University regarding repairs to be made in the future. Resident agrees not to alter, change or redecorate the premises nor attach anything permanently to any walls, window, doors, ceiling or floor. Resident agrees to maintain the apartment in good physical condition, exercise good housekeeping practices, and report any and all problems promptly to the Office of Residence Life. University-owned furnishings are not to be removed from intended/assigned location or removed from campus.

SUBCONTRACT: There will be **no** subcontracting of an apartment. If a resident withdraws from the University, he/she must immediately vacate the apartment. The remaining resident(s) shall be responsible for the open space(s) as described in the Financial Responsibility section of this contract.

PROHIBITED PURPOSES: Resident shall not commit or permit to be committed any unlawful or immoral act in or about the assigned premises. The premises shall be used exclusively as a private dwelling for those persons specifically assigned to the premises. No other persons will be permitted to stay in the apartment or house without the express written consent of the University. Resident shall not commit waste to the premises or engage in any activity which will degrade or alter the general tenor or character to the building or community. No pets, except small fish, are permitted on the assigned premise or grounds. The halls, laundry room, stairways and landings and all other common areas of the building shall be kept free and clear of any property of Resident and may not be used for any purpose other than the purpose for which these common areas are intended.

COMMERCIAL OPERATION: Resident(s) shall not conduct any commercial operation in the apartment/house or on the premises.

POLICIES: Resident acknowledges that the Apartment/House Community Policies are provided on the Apartments and Houses Blackboard Organization and agrees to abide by them. Furthermore, Resident agrees to abide by the Baldwin Wallace University Student Code of Conduct. Any violation of these Community Policies or amendments thereof constitutes a breach of this Contract and may be grounds for termination of this agreement.

ENTRY: The University reserves the right to enter upon the Resident's premises for health and safety inspections, maintenance, pest control and any other administrative responsibilities. Submission of a work request is assumed as permission to enter in order to complete such work request. In the case of emergency, however, the University reserves the right to enter Resident's apartment/house immediately.

ABANDONMENT: In the event that any portion of the cost is not paid, Resident’s physical absence from the premises for four consecutive days shall constitute abandonment under Ohio Law. Any one of the following measures may be used to indicate Resident’s absence.

- Failure to pick up mail, newspapers, notices and other deliveries;
- Failure to respond to a written notice posted on resident’s door requesting verification of their presence on the premises;
- Removal of a substantial portion of Resident’s personal property;
- Statement made to the University or any responsible adult.

The University shall not be responsible for any items of personal property remaining in the apartment/house or assigned storage unit after abandonment. Such personal property may be disposed of at the discretion of the University and Resident shall have no further right or claim against the University.

LIABILITY FOR LOSS OF PERSONAL PROPERTY: The University shall assume no responsibility for the theft, destruction, or loss of money, valuables, or other personal property belonging to or in the custody of the Resident for any cause whatsoever, whether such losses occur in the apartments, houses, storage rooms, public areas, parking lots or elsewhere apartment building. Resident(s) is advised to keep the apartment/house locked and to carry personal property insurance.

DESTRUCTION OF PREMISES: In the event that the assigned premises are substantially destroyed by fire, rain wind or other natural casualties beyond the control of the University, or are condemned or torn down by any governmental authority then this contract shall terminate and all obligations hereunder shall be void. The University shall not be liable to Resident based on rent thereafter.

TERMINATION OF CONTRACT: Should Resident fail to pay the full amount as required above or should Resident violate any other term, condition, or covenant of this Contract or the Community Policies or should Resident have misrepresented any fact contained in the Apartment/House Application, then the University shall have the right, at its option to declare an immediate default or terminate this Contract. In addition, the Resident shall be liable for any and all attorney fees, court costs or other expenses incurred from the enforcement of this provision and from the collection of damages. Under no condition may a housing deposit paid by the Resident be used for payment.

Refund Policy: Resident may be released from the Contract under the following circumstances:

- A. Completion of degree requirements at mid-year.
- B. Withdrawal from the University.
- C. Due to extenuating circumstances as determined by the Office of Residence Life, including study abroad and student teaching.

Request for cancellation of this contract after moving into the apartment after the applicable opening day of the contract term will require a **Petition for Contract Release**, and the resident must show just cause for termination (major unforeseen circumstances). This contract cannot be terminated solely for the purpose of living off-campus or in order to commute from home. A resident submitting a written request for cancellation of the apartment contract remains obligated to all policies and charges until resident is notified in writing of the appeal status.

Table of refund and contract release dates:

Procedure	Date	Paperwork	Action
Deposit Due or on file	March 13, 2017	Invoice	Able to select apartment/house
Contract Cancellation	Prior to June 1, 2017	Email or written notification	Deposit applied to student bill
Contract Cancellation	June 1, 2017 thru Check-in OR First Day of Classes, whichever comes first	Petition for Contract Release Fine if Released: After July 1-\$300 August 1- \$400	Petition Approved – deposit forfeited, not billed for housing Petition Denied – billed for entire term of contract
Contract Cancellation	After Check-in OR First Day of Classes, whichever comes first	Petition for Contract Release Fine if Released: \$500	Petition Approved – deposit forfeited, refund pro-rated apartment cost Petition Denied – billed for entire term of contract

Refund Schedule (Refund schedule begins on move-in day and follows actual days lived in as opposed to business days)

Prior to Move-in or semester start	100%	22-28 days	50%
1-14 days	90%	29-56 days	25%
15-21 days	70%	57+ days	0%

The rates, dates, refund, or other policies set forth in this Contract supersede conflicting rates, dates, refund or other policies as they may appear in other documents.

FINANCIAL RESPONSIBILITY UPON CONTRACT CANCELLATION

Upon cancellation of any contract, the remaining resident(s) in the apartment/house are responsible for finding a replacement approved by Residence Life or will be held responsible for 75% of each empty space. Resident(s) are subject to consolidation if an approved replacement cannot be identified. Resident(s) have two calendar weeks from the date the vacancy occurs to decide what to do. After these two weeks, the buyout charge will be applied if no action has been taken.

INDEPENDENT PROVISIONS: Each and every term of this Contract is an independent provision and any determination by statute or by a court of law which renders any provision illegal shall not affect the balance of the provisions herein.

This is a legally binding document exclusively for the use of Baldwin Wallace University.