RESIDENCE HALL CONTRACT FOR HOUSING 2018-2019
RETURNING STUDENT

Please read carefully prior to signing this contract. The Residence Hall Contract is for the entire 2018-2019 academic year (fall and spring semesters), excluding semester breaks. When a student enters the University the beginning of spring semester, the contract is for spring semester only. The student must be a full-time student in order to apply and reside in campus housing (minimum of 12 credit hours). If at any time the student drops below 12 credit hours, the Office of Residence Life reserves the right to terminate this contract.

Students are required to live in campus housing for their first two years at Baldwin Wallace University. Exceptions to this requirement must be made via the Residency Exemption Form and submitted to the Office of Residence Life.

THIS CONTRACT, by and between BALDWIN WALLACE UNIVERSITY and the above-named student, hereby entered into according to the terms and conditions below:

Terms of Contract and Occupancy: BALDWIN WALLACE UNIVERSITY will provide the student with residence in a University residence hall during the 2018-2019 academic year. BALDWIN WALLACE UNIVERSITY will provide the student with board according to the meal plan established by the University. The student agrees that this Contract is for the entire academic year and agrees to pay for room for the full academic year. An exception will be made for students who enter the University for spring semester. Their contract will be for spring semester only. If the student’s Contract commences after the beginning of the academic year or after spring semester begins, payment will be on a weekly pro-rated basis.

Room Rates: Room rates for 2018-2019 will be available on the Baldwin Wallace website at http://www.bw.edu/stulife/reslife/.

BALDWIN WALLACE UNIVERSITY will make every effort to assign accommodations to student preference, but the University will not guarantee assignment to a particular residence hall, type of accommodation, specific roommate, or single room. Students with appropriate documentation of a disability that require special accommodations should contact Disability Services at 440-826-5936.

BALDWIN WALLACE UNIVERSITY reserves the right to:
A. Change or cancel room assignments in the interests of order, health, safety, or discipline.
B. Reassign students when vacancies occur during the year in an effort to consolidate rooms.
C. Charge a fine of $100 if a vacancy occurs in a room and the room is not ready for a new roommate.
D. Mandate that any student living in a room by his or herself that is designed for triple or quad occupancy be moved to a different room where occupancy requirements will be met.
E. Inspect all rooms for purposes of fire protection, sanitation, safety, maintenance, and rule enforcement.
F. Reassign abandoned spaces.

Deposit: A $150 housing deposit must be on file or paid by the returning student no later than March 13, 2018. If written notification of intent to live off campus is received prior to June 1, 2018; the $150.00 deposit will be applied to the student’s tuition bill. Any student whose deposit has not been forfeited prior to school opening (see table of refund and contract release dates), will have the deposit held until the student graduates. The deposit is forfeited whenever a contract is unfulfilled.

Break Housing: The residence halls are considered CLOSED for Winter break and Spring break. Students seeking housing during periods when the halls are closed may apply for break housing and, if approved, will be charged $120 per week. A student must receive special permission if they apply late for break, and if approved, will be charged $25 late application fee. Students staying during break may be temporarily relocated to another hall.

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 approved to arrive earlier than the posted official opening day for both fall or spring semester will be charged the rate of $25 per day. Late applicants will be charged a $25 late application fee.

Liability for Loss of Personal Property: BALDWIN WALLACE 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 student for any cause whatsoever, whether such losses occur in the student rooms, storage rooms, public areas, or elsewhere in the hall. Students are advised to keep their rooms locked and to carry personal property insurance.

Responsibility for Damage or Loss: The student agrees to be liable for damage or other loss incurred to the building, room furniture, fixtures, and equipment. Damage within a room is the responsibility of the students assigned to that room. Damages that occur in public areas (e.g., restrooms, lounges, etc.) that are not attributable to a specific individual or group shall be shared equally among all residents resulting in a loss of funds in the Damage Prevention Program.

Rights, Rules, and Regulations: The student agrees to observe and abide by all BALDWIN WALLACE UNIVERSITY rules and regulations as found in the Student Handbook and any amendments thereto. It is the responsibility of the student to become familiar with the University rules and regulations. Ignorance of the rules and regulations does not exempt the student from the responsibility of abiding by them. While fulfilling their administrative responsibility to enforce University regulations, members of the Residence Life Staff may enter student rooms at any time.
**Termination:** BALDWIN WALLACE UNIVERSITY may terminate this Contract and take possession of any room at any time for violation of any provisions herein or when it is in the best interest of BALDWIN WALLACE UNIVERSITY or of the student. The University may terminate this Contract and require the student to vacate the residence hall upon determination that the student has violated a provision of this Contract or violated an applicable standard of conduct; when the student’s presence in the residence hall poses an immediate threat to person or property, as determined by appropriate University personnel, the student may be required to vacate the residence hall immediately until a hearing on the matter is held. A determination that the student violated a provision of this Contract, or has violated an applicable standard of conduct, may be made only after the student is given written notice of the alleged violation and the right to be heard on the matter. This Contract is automatically cancelled if the student’s enrollment is officially terminated through withdrawal or dismissal from BALDWIN WALLACE UNIVERSITY.

**Release from Contract:**

**Prior to checking in to a housing assignment OR prior to semester start, whichever occurs first:**
- Submit e-mail (reslife@bw.edu) or letter to the Office of Residence Life; 1st and 2nd year must complete Residence Exemption form.

**After checking in to an assignment OR after semester start, whichever occurs first:**
- Submit a Petition for Contract Release to the Office of Resident Life*. The student must show just cause for termination (major unforeseen circumstance.) The contract will not be terminated solely for the purpose of living off-campus or to commute from home. A student submitting a Petition for Contract Release remains obligated to all housing policies and charges unless notified in writing that his/her Petition for Contract Release has been approved. A proper checkout is required by the student granted a release.

*A Petition for Contract Release will not be required for the following circumstances: graduation at mid-year, withdrawal/transfer from the University and participation in the University’s Study Abroad program. A proper checkout is required.

**Table of contract release dates/requirements and refunds:**

<table>
<thead>
<tr>
<th>Procedure</th>
<th>Date</th>
<th>Paperwork</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deposit Must be On file</td>
<td>March 14, 2018</td>
<td>e-mail notifications to those without deposit on file</td>
<td>Space reserved</td>
</tr>
<tr>
<td>Release from Contract</td>
<td>Prior to June 1, 2018</td>
<td>Email or letter notification; 1st and 2nd year must complete Residency Exemption form if attending BW</td>
<td>Approved – Deposit applied to student bill</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Not Approved – Billed for entire term of housing contract</td>
</tr>
<tr>
<td>Release from Contract</td>
<td>June 1, 2018 until check-in or semester start, whichever comes first</td>
<td>Email or letter notification; 1st and 2nd year must complete Residency Exemption form if attending BW</td>
<td>Approved – Deposit forfeited if attending BW; not billed for housing</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Not Approved – Billed for entire term of housing contract</td>
</tr>
<tr>
<td>Release from Contract Extemating Circumstance</td>
<td>After check-in or semester start, whichever comes first</td>
<td>Petition for Contract Release</td>
<td>Approved – Deposit forfeited; refund pro-rated room cost</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Not Approved – Billed for entire term of housing contract</td>
</tr>
</tbody>
</table>

**Deposit forfeited if attending BW; not billed for housing**

**Refund Schedule** (Refund schedule begins on check-in or semester start, whichever comes first, and follows actual days lived in as opposed to business days.)

<table>
<thead>
<tr>
<th>Prior to check-in or semester start</th>
<th>1-14 days</th>
<th>15-21 days</th>
<th>22-28 days</th>
<th>29-56 days</th>
<th>57+ days</th>
</tr>
</thead>
<tbody>
<tr>
<td>100%</td>
<td>90%</td>
<td>70%</td>
<td>25%</td>
<td>0%</td>
<td></td>
</tr>
</tbody>
</table>

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.
OFFICE OF RESIDENCE LIFE

2018-2019 Apartment Contract

Please read carefully prior to signing this contract. The Apartment Contract is for the entire 2018-2019 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.

For use for residents assigned to the premises known as Berea Townhouses, Floreske Apartments, Hamilton House Apartments, 137 E. Bridge Street, 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 17, 2018 and ending Monday, May 6, 2019 by 3pm unless sooner terminated as provided herein. Upon mutual agreement, agreement, apartment can be occupied year-round.

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.

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 subleasing 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 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:
- 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:

<table>
<thead>
<tr>
<th>Procedure</th>
<th>Date</th>
<th>Paperwork</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deposit Due or on file</td>
<td></td>
<td></td>
<td>Able to select apartment/house</td>
</tr>
<tr>
<td>Contract Cancellation</td>
<td>Prior to June 1, 2018</td>
<td>Email or written notification</td>
<td>Deposit applied to student bill</td>
</tr>
<tr>
<td>Contract Cancellation</td>
<td>June 1, 2018 thru Check-in OR</td>
<td></td>
<td>$150 deposit forfeited</td>
</tr>
<tr>
<td></td>
<td>First Day of Classes,</td>
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<td></td>
<td>whichever comes first</td>
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<td></td>
</tr>
<tr>
<td>Contract Cancellation</td>
<td>After Check-in OR First Day of</td>
<td>Petition for Contract Release</td>
<td>Petition Approved – deposit forfeited, refund</td>
</tr>
<tr>
<td></td>
<td>Classes, whichever comes first</td>
<td></td>
<td>pro-rated apartment cost</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fine if Released: $500</td>
<td>Petition Denied – billed for entire term of contract</td>
</tr>
</tbody>
</table>

INDEPENDENT PROVISIONS: Each and every term of this Contract is an independent provision and any determination by statue 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.