CLEVELAND STATE UNIVERSITY

Department of Residence Life and Housing
2024-2025 Housing Contract
Terms & Conditions

1. **It is the student's responsibility to do the following before signing this Housing Contract:**
   - A. Carefully read the entire Housing Contract to understand what they are signing.
   - B. Review their financial resources to make sure they have the appropriate funding.
   - C. Understand that no release from the contract obligation will be given after the Housing Contract is signed and the applicable Housing Contract cancellation deadline has passed, except as provided in this Housing Contract.
2. **Parties**
   - A. This Housing Contract is by and through Euclid Avenue Development Corporation as owners ("Owner") on behalf of Cleveland State University, and the resident ("the resident"), or the resident's parent or legal guardian where applicable, whose name appears on the contract or who has electronically signed this contract and application through the CSU Housing Self-Service portal.
   - B. This Contract is not transferrable, nor does it create any leasehold or other estate rights in real property. Consequently, the resident may not sublet the room or apartment for which this contract is signed.
3. **Nature of Contract**
   - A. Housing Contract Offer
     - i. The delivery of this Housing Contract to the resident constitutes an offer of a room assignment and services in university housing.
     - ii. This offer is contingent upon availability of space within university housing and under the terms described herein.
   - B. Contract Acceptance
     - i. This Housing Contract is duly accepted when
       - a. The named resident who completes their housing application and contract via Housing Self-Service and/or the resident's parent/guardian signs the Housing Contract
       - b. The signed Housing Contract is submitted to Residence Life and Housing with appropriate fee(s) (application fee paid and deposit submitted) by the deadline specified in the offer; and
       - c. Acceptance of the Contract is acknowledged in writing, including e-mail, to the resident by Residence Life and Housing.
     - ii. All applicants must meet the eligibility requirements outlined in Section 4 of this Housing Contract for their designated housing preference. The Owner reserves the right to deny housing based upon inability to meet the eligibility requirements.
4. **Eligibility for Housing**
   - A. Eligibility requirements for Cleveland State University students:
     - i. Any person who has been admitted to, or who has enrolled in the university as a degree-seeking student registered for 6 or more credit hours at the University by August 1 for the fall semester or January 1 for the spring semester is eligible to enter into this Housing Contract with the Owner, except as otherwise provided herein.
       - a. Students who are registered for a New Student Orientation session to take place after August 1 may be granted an exception to this requirement at the sole discretion of the Executive Director of Residence Life and Housing.
     - ii. The Owner, in its sole discretion, may grant an exception to the credit hour requirement if the student is participating in University sponsored-internships and externships (e.g., student teaching).
   - B. Eligibility requirements for English as a Second Language (ESL) program students:
     - i. Any person who is currently enrolled in the ESL program is eligible to enter into this Housing Contract with the Owner, except as otherwise provided herein.
   - C. Eligibility requirements for Cleveland State Global (CSG) students:
     - i. Any person who is enrolled in any of the CSG programs is eligible to enter into this Housing Contract with the Owner, except as otherwise provided herein.
   - D. The Owner, in its sole discretion, reserves the right to deny or revoke housing eligibility for students who have been convicted of a crime, excluding a minor traffic violation.
   - E. The Executive Director of Residence Life and Housing may, in his or her sole discretion and without notice from the student, determine that the student is no longer eligible for university housing and cancel the Housing Contract at any time during its term.
   - F. Subject only to the foregoing, a resident who loses eligibility during the term of the contract for any reason must notify the Department of Residence Life and Housing, complete the check-out procedures applicable to the relevant building, and vacate the assigned premises within 72 hours of the loss.
5. **Term of the Contract**
   - A. The beginning and ending dates of the contract shall be as specified as selected by the resident in the Housing Contract and Application through the CSU Housing Self-Service portal. The contract is binding on the Owner and on the resident (and the resident's parent or legal guardian where applicable) for the entire term of the contract and cannot be terminated except under conditions cited in this contract.
   - B. If space is available, the resident may be permitted, in the sole discretion of Residence Life and Housing, to arrive or depart earlier or later than the specified dates. Housing early arrival or late fees are processed separately and are assessed at a daily rate.
6. **Space Reservation Fee/Security Deposit**
   - A. To accept the offer of housing and reserve a residential community room space, each new Housing Contract must be sent or submitted to Residence Life and Housing and accompanied by a $200 payment as a space reservation fee.
     - i. Checks or money orders should be made payable to Cleveland State University.
     - ii. Online credit card payments are accepted at http://tinyurl.com/CSUsecdep.

B. After serving the purpose of reserving space for the beginning semester of the term of the contract, the space reservation fee will serve as a security deposit.
C. Returning residents are not required to submit an additional space reservation fee if a security deposit is currently on file.
D. If space is not available, and/or the contract is not accepted by the Owner, the reservation fee will be refunded in full.
E. Failure to fulfill any of the terms of this Contract will result in the forfeiture of the deposit, unless
   i. The student is denied admission to the University, or
   ii. The student is activated for military service.
F. Upon the ending of the contract term,
   i. For residents not continuing in university housing, the security deposit will be refunded within 30 days as a credit to the resident's student account, less
      a. Any and all due and payable housing fees, including any and all assessed damage fees.
   ii. For residents signing a Housing Contract for the next academic year, the deposit will automatically be credited as a security deposit for that year.
      a. Any damage or other fees owed for the current year will be assessed as a separate fee.

7. Assignments

A. The room contracted by the resident will be that assigned by Residence Life and Housing and for the term selected by the resident via Housing Self-Service. Residence Life and Housing will reasonably attempt to accommodate, but cannot guarantee, the resident's expressed preferences for a specific building or, if applicable, roommate or room type.
   i. Any mutual roommate requests must be submitted in writing by all parties to Residence Life and Housing on or before June 1 for the fall semester and on or before December 1 for the spring semester.
   ii. Students who wish to participate in the Gender-Inclusive Housing Process and be assigned with students whose gender is different from their own, must complete a Gender-Inclusive Housing Agreement.
B. The resident agrees that occupancy of the assigned room is limited to residents assigned to that room, that the room will be used only as living space, and that the space will not be loaned to or occupied by non-residents.
C. The resident agrees that assignment to a double-occupancy sleeping room permits occupancy of only one-half of the space, and the remaining half must be kept available for occupancy by another resident, even if no occupant is assigned.
   i. Residence Life and Housing may assess a fee to the resident if a new roommate is unable to move in because the space has not been kept vacant and available.
D. All roommates have equal and equitable rights to shared spaces (e.g. living room, kitchen, bathrooms) within assigned rooms.
E. Willingness to participate in gender-inclusive housing may be indicated by completing a separate application which acknowledges the potential to be assigned to a room without regard to gender.
F. The Owner reserves the right to make temporary assignments which increase the occupancy of a room to accommodate additional demand for housing.
G. The Owner provides equal housing to qualified residents without regard to race, color, religion, national origin, sex, age, sexual orientation, handicap or disability, disabled veteran, Vietnam era veteran or other protected veteran status.

8. Housing Accommodations. Students requesting campus housing accommodations, including but not limited to accommodations due to a health or disability-related matter and/or a need for a service/assistance animal, must submit appropriate documentation for approval to the Office of Disability Services. To qualify as a disability-related need covered under the Americans with Disabilities Act (ADA), the student must have a current condition that substantially limits a major life activity that is documented by a qualified evaluator, and the accommodation requested must be deemed reasonable and appropriate. A diagnosis, in and of itself, does not automatically qualify the student for the requested accommodations. In order to qualify for a disability-related housing accommodations (e.g., single room, access to private bathroom or sink, emotional support animal), students must receive prior approval through the Office of Disability Services. The Department of Residence Life and Housing will review the recommendation made by Office of Disability Services and make an assignment based on the availability of space, the individual's needs and the University's ability to reasonably accommodate the student.

9. Occupancy

A. The resident's acceptance of room key(s), key fob, access card, or access granted to a resident's CSU ID card to the assigned room shall be considered occupancy for purposes of this Contract.
B. The Owner may cancel the contract and assess the appropriate cancellation penalty if the resident does not take occupancy
   i. On or before of the second day of regular classes for the semester in which the contract begins.

10. Services Period and Services Provided

A. The Owner agrees to furnish to the resident a space in the residential communities, hereinafter referred to as room, and to grant the resident the use of the facilities in that residential community.
B. The room's furnishings will include a bed, dresser or wardrobe, desk chair, and desk (desk and desk chair will not be available at The Langston). Suite-style rooms also include a loveseat, chair, and entertainment table; suites with kitchenettes will include typical kitchen appliances.
C. The Service Dates are selected by the resident via their Housing Application and Contract in Housing Self-Service.
D. The Owner reserves the right to close the residential community and prohibit access to the building or specific rooms within the building in the event of an emergency.

11. Utilities

A. The Owner agrees to provide reasonable amounts of heat, water, electricity, and waste disposal consistent with university policies during the contract services period.
B. Internet services are included in the room fee.
C. Telephone and cable services are not provided.

12. Repairs

A. The Owner agrees to make all necessary repairs and perform maintenance in the residential community and the resident's room through its authorized personnel.
B. Repairs will be made to the room and to university furnishings upon request or in accordance with routine schedules. Charges may be assessed to the resident in accordance with Section 13 below.

13. Keys

A. The resident agrees to be responsible for the key to his or her assigned room and/or mailbox. The resident further agrees not to have or allow the key to be duplicated nor transfer use of the key.
B. The resident agrees to report loss of the assigned keys and to pay the charges for changing the cores of all locks on doors, drawers, and mailboxes affected by the loss.
C. The resident agrees to turn in all keys to the Department of Residence Life and Housing upon termination of this contract or upon written notice from the Department of Residence Life and Housing.

14. Care of Facilities

A. The resident agrees to be directly and financially responsible for keeping the assigned sleeping room and its furnishings clean and in the same condition as when it was assigned, excluding normal wear and tear, and to cooperate with roommates in the common protection of property and cleanliness and condition of any and all shared spaces.
B. The resident agrees to notify Residence Life and Housing of any deteriorated conditions of the room or its furnishings so timely repairs may be made.
C. The resident agrees not to modify or cause or allow for the modification of the assigned room or other parts of the building.
D. The resident agrees to pay charges when assessed for room damages or special housekeeping or maintenance necessary due to misuse or abuse of facilities for which the resident is responsible.
    i. Damage and cleaning charges include but are not limited to
        a. Costs associated with removal of posters, stickers, or decals attached to the doors, walls, or room contents
        b. Any tampering with cable television wiring or equipment
        c. Repairing holes in and significant marks on the walls
        d. Replacement or repair of telephone and data jacks and wiring which are the property of the University
        e. Cleaning costs upon check-out for rooms that are not clean
    ii. The cost of any damage will be assessed equally among the residents of the room unless and until the identity of the student(s) responsible for the damage is determined.
    iii. A list of housing damage and fee charges can be found on the Department of Residence Life and Housing website.
E. The resident agrees to not remove furniture from the assigned room or suite without prior written authorization from the Executive Director of Residence Life and Housing or their designee.
F. The resident, as well as Residence Life and Housing staff, is expected to inventory the assigned room and suite upon checking in and checking out of the residential community.

15. Room Entry and Inspections

A. Unless in the event of an emergency or conditions that necessitate immediate entry, the Owner and the University affirm their respect for each resident's right to privacy in his or her own room and agree to use reasonable effort to provide at least 24 hours' notice prior to making inspections for damage and cleanliness.
B. The resident agrees to and authorizes entry with or without notification to perform maintenance, to make inspections, to inventory and/or reclaim Owner's or University's property, to address health and safety issues, to resolve unsafe or unsanitary conditions, to investigate violations of the CSU Student Conduct Code or Residence Life and Housing Policies and Procedures, to verify occupancy, and for any emergency situation.
C. The resident acknowledges that entry and inspection by Owner, University, or law enforcement officials for discovering violations of university rules, regulations, policies and procedures, or local, state, or federal law shall be in accordance with university policy and/or local, state and federal law, as applicable.
D. A resident's request for maintenance will constitute authorization to enter the resident's room.

16. Use of Common Areas

A. The resident will have the nonexclusive, revocable right to make normal use of the common areas of the building in which the assigned room is located, including but not limited to TV lounges, study lounges, and laundry facilities.
B. The resident agrees to treat all public areas in the assigned residential community and to use the equipment located in them in an appropriate manner. Any damage to public areas and/or equipment should be reported immediately to Residence Life and Housing and a damage fee will be assessed equally among the residents of the specific floor or all residents in the residential community depending on the location of the damage(s) unless and until the identity of the student(s) responsible is determined.

17. **Behavior and Conduct/Resident Responsibilities**
    A. The resident agrees to review and observe all published rules affecting his or her status with the university, specifically including the CSU Student Code of Conduct, the Resident Handbook, and posted housing rules established by university officials and/or the Owner, all of which are incorporated into this Contract by reference.
    B. The resident agrees to conduct themself in such a manner as to allow others the quiet enjoyment of the residential communities. The resident agrees to abide by the laws of the State of Ohio and to avoid causing excessive noise and/or disruptive behavior and understands that they may be required to provide and use earphones or to remove stereos or musical instruments from the room if the use of such equipment is causing a disturbance.
    C. The Owner reserves the right to amend or modify the Resident Handbook and the University reserves the right to amend or modify the CSU Student Code of Conduct as deemed necessary by the Owner or the University during the term of this Contract.
18. **Reassignment**
    A. Rooms or apartments are subject to reassignment at any time. Residence Life and Housing may alter the resident's assignment for reasons including, but not limited to, Americans with Disabilities Act (ADA) compliance, disciplinary reasons, catastrophe, epidemic or outbreak of an infectious disease, renovation or closing of a facility, consolidation of vacancies, unavailability of space, violation of specific living area expectations, unresolvable incompatibility of roommates, unpaid housing or dining fees, facility maintenance, or at the request of the resident.
    B. The resident understands and agrees that the resident's contract is for a room assignment determined by Residence Life and Housing, not for any particular room, and that Residence Life and Housing may reassign the resident to another room at any time when there is reasonable cause to believe that the resident has violated the CSU Student Code of Conduct, the Resident Handbook, or posted housing rules established by university officials and/or the Owner.
        i. When a violation or alleged violation of these regulations occurs, the resident agrees to appear before the proper judicial body and/or the Executive Director of Residence Life and Housing or the Executive Director's designee(s) depending on the nature of the alleged violation.
        ii. Violations related to Resident Handbook and Housing Contract may result in sanctions ranging from verbal reprimand to cancellation of the Housing Contract.
        iii. Violations of the CSU Student Code of Conduct may result in sanctions ranging from reprimand to dismissal related to student status. Some violations due to their nature may result in sanctions from both adjudicating bodies.
        iv. The Executive Director of Residence Life and Housing or their designee shall have the sole authority, prior to any hearing, to remove immediately the resident from the residential community if they believe that such action is necessary for the resident's health or safety, the health or safety of other residents, or for other appropriate reasons.
19. **Breach of Contract**
    A. The resident agrees that breach of contract exists when it is determined by the appropriate housing or university official that a violation of provisions of this contract or of rules and regulations of the university or Resident Handbook has occurred.
    B. If this contract is cancelled by the Owner for the resident's breach of contract,
        i. The resident's obligation to pay the remaining room and board fees for the semester in which the violation occurred and/or the semester in which the decision is rendered remains in effect, and
        ii. A cancellation penalty as defined in Section 3C will be applied to the student's account.
20. **Relief of Contract Obligations**
    A. Authority for relief from any contract obligations is held solely and exclusively by Residence Life and Housing.
    B. The resident who moves out of university housing during the term of contract without relief from contract obligations and remains enrolled will continue to be liable for housing fees that accrue against his or her account, whether or not the resident uses the services.
21. **Fees and Payments**
    A. Room fees due are determined by the room type of the resident's room assignment. Housing Rates can be accessed via the Department of Residence Life and Housing website.
    B. The resident agrees to pay the fees for housing accommodations and services in full and in accordance with the schedule determined by the University.
    C. A late fee of $100 may be assessed for accounts not paid in full by the due date.
    D. The Office of Treasury Services offers a Budget Payment Plan (BPP) and should be contacted directly to establish such a plan.
        i. Enrollment in a BPP does not relieve the obligation of timely payment of all amounts due before the resident can occupy a room.
    E. The Owner reserves the right to deny, suspend or revoke housing eligibility or cancel any Housing Contract for failure to pay fees in a timely manner, including BPP payments.
    F. The resident agrees that failure to make payments as prescribed does not relieve the resident of contract obligations and understands that nonpayment may result in removal from the residential community, reassignment of current room, or denial of services within the residential community, including refusal to enter into subsequent Housing Contracts with the resident or grant housing during break periods. Further, the Owner may seek the University's support in cancellation of current student enrollment, and/or denial of subsequent University registration and/or release of transcripts until the amounts due are paid.
    G. The Owner reserves the right to discontinue facilities and services not expressly agreed to in this contract.
    H. The resident acknowledges that rates for housing are subject to change annually at the start of a new academic year.

I. The Owner agrees not to change fees or services rendered nor method of payment of same as described herein except upon prior written notice when the Owner determines that changing conditions warrant such action.

22. **Refunds.** Any refund of housing fees will be based upon the date the resident completes the published check-out procedures and University's published refund schedule, and will be credited to the resident's student account. The availability of funds credited to the resident's student account will be impacted by any other charges due to the University at that time.

23. **Liability and Insurance**
    A. The Owner acknowledges, and the resident is hereby made aware, that damage, criminal activity, personal injury and theft occur, and the risk exists for these and other such future occurrences which may cause bodily injury or property damage on university premises, specifically within and around the assigned residential community. Therefore, the resident agrees to assume responsibility for his or her own personal safety and security, as well as for his or her personal belongings.
    B. Neither the Owner nor the University assumes responsibility for any resident's, guest, or other person's loss of money or valuables, or for the loss or damage to property, or injuries, personal or otherwise, sustained on or about the residential communities. **The Owner and University recommend that the resident contact an insurance carrier concerning the availability of protection against any such losses.**
    C. The resident understands and agrees that medical insurance is the resident's responsibility, and further understand and agree that neither the Owner nor the University provides medical insurance as part of this contract. In case of emergency, accident, illness, or other incapacity, the resident gives permission to be treated by a medical professional and admitted to a hospital, if necessary, and the resident assumes responsibility for all medical and emergency expenses incurred on the resident's behalf regardless of whether the resident otherwise explicitly authorizes. **The Owner and University require that all students purchase Student Health Insurance or provide proof of other medical insurance.**
        i. The resident must provide proof of health insurance coverage in effect during all periods residing in campus residential communities. The Owner reserves the right to assign the resident to the least expensive health insurance plan if the resident fails to complete this requirement prior to taking occupancy of the room. In such a circumstance, the resident remains fully responsible for the related fees.

24. **Meal Plans**
    A. All residents in university housing are required to select one of the residential meal plans and the resident agrees that the obligation to participate in a meal plan is binding for the entire term of this Housing Contract.
    B. Residents agree to enter into a separate contract for a residential meal plan with CSU Dining Services and comply with its requirements.
    C. The Owner reserves the right to assign the standard residential meal plan applicable for any resident who does not have a meal plan contract in place at the time of a room assignment or prior to their move-in date. In such a circumstance, the resident remains fully responsible for the related fees.

25. **Parking.** Parking permits for residents for on-campus parking are available from Parking Services. Residents assigned to The Edge, or The Langston communities are eligible to obtain parking permits for their communities through the Department of Residence Life and Housing and are assigned on a first-come, first-serve basis in a timeline outlined by the Department of Residence Life and Housing. The resident acknowledges and agrees that parking space adjacent to the assigned residential community is not guaranteed.

26. **Cancellation Provisions.** The Housing Contract is binding for the entire academic year or portion thereof if entered into after the beginning of the academic year. To officially request a cancellation, residents must submit a written request for cancellation via The Housing Self-Service Portal that includes third-party supporting documentation of one of the reasons listed within this section. Following submission of the request, the student must continue to make payments due under this Contract unless and until the student receives written notice of cancellation and follows the instructions within the notice. Submission of a Contract Cancellation Request does not guarantee approval. Each request will be reviewed by the Director for Housing Operations or their designee and considered on its own merit. If the cancellation request is approved, the student will be relieved of further obligations under this Contract and their account will be adjusted accordingly.
    A. **Cancellation by the Student.** The following are reasons for which the Contract may be cancelled, subject to the submission of proper documentation and the approval of Residence Life and Housing and will be determined on an individual basis:
        i. The existence of a documented injury, illness, or medical condition that occurs after the Housing Contract was signed which cannot be accommodated within the residence hall system or that necessitates withdrawal from the University.
        ii. Induction into the military service or military absences that necessitate a change in residence.
        iii. Voluntary withdrawal from the University during the fall or spring semester[s] or at the end of the fall semester due to graduation, enrollment at another university, or leave of absence.
        iv. Internships, practicum, or study abroad requirements that necessitate residence away from campus, if the student will not return to housing during the remainder of the Contract Period.
        v. The existence of an extenuating circumstance or demonstrated need other than voluntary withdrawal from the University, including drastic reduction in financial resources following execution of the Housing Contract, unusual health problems, and other exceptional changes in the student's status.
        vi. Any occurrence that prevents the University temporarily from rendering full performance under this Contract, such as war, fire, flood, or other disasters, pandemic, epidemic, order or act of a governmental authority, state of emergency and/or strike or work stoppage, whether by University or other employees, shall not constitute grounds for cancellation of this Contract by the Student.
        vii. In the event of a contract cancellation that is initiated by a student, a prorated charge for the dates in residence and dining will be assessed, in addition to a $200 contract cancellation fee. **The grace period for canceling this Contract to move off campus without financial charge is outlined in paragraph I of this section.**

B. **Cancellation by the University.** The University may terminate this Contract prior to the expiration date of any given academic year in the event that the student should violate any terms of this Contract or any policies of the University or Resident Handbook. Students who violate the terms of the Housing Contract may be referred to the University or residential conduct system. The University will terminate this Contract prior to the expiration date for the following reasons:
   i. Enrolled in a University-sponsored study abroad program
   ii. Withdrawal or leave of absence from the University
   iii. Academic or disciplinary separation from the University
   iv. Disciplinary removal from University Housing
   v. Graduation from the University

C. In the case of a Contract cancellation or termination **at any time during the Contract term,** students must officially remove all belongings, turn in room key, and properly check-out within 72 hours of notification. Students who fail to complete this process will continue to accrue daily housing charges until the move-out/check-out process is completed.

D. Failure to return a key or fob will result a re-core or replacement charge. If the University cancellation occurs between the fall and spring semesters, the student must complete the checkout process prior to the start of the spring semester by a date confirmed by the Department of Residence Life and Housing.

E. The University reserves the right, in its sole discretion, to refuse admission or re-admission to University housing to a Student and to cancel the Contract for reasonable cause. In cases of such cancellation, a prorated portion of the Room Fees already paid will be credited to the student's account in accordance with the date of the student's cancellation or their student's checkout date, whichever occurs last.

F. The University reserves the right to make needed repairs and renovations of student residences. If such work will render accommodations uninhabitable, and the University cannot furnish other accommodations, the Contract shall terminate, and a prorated portion of the Room and Board Fees already paid for the remainder of the Contract Period will be applied to the student's account.

G. Students who are still enrolled and leave the residences during the school year without a release from the Contract continue to be financially responsible for room and dining plan charges that accrue while the Contract is in effect.

H. Students are strongly advised not to sign off-campus housing leases until they have been formally notified of their release from the Housing Contract. Signing an off-campus housing lease does not serve as a reason for contract cancellation approval. Students who sign an off-campus housing lease before being approved for a University housing contract release will still be responsible for their housing and dining charges for the academic year.

I. **Fall Pre-Term Cancellation Fee Schedule.** A student who desires release from the Housing Contract prior to September 1st but does not meet the criteria listed for cancellation under the contract cancellation provisions of the Housing Contract, may elect to pay a Fall Pre-Term Cancellation and be released. A Fall Pre-Term Cancellation Request Form must be completed and submitted by the student before the dates specified in the fee schedule (below) in order to be considered for this option.

Cancellation Period	Start Date	End Date
No Cancellation Fee Period	When university housing contract is released	April 15th (unless already assigned)
$200 Cancellation Fee Period	April 16th	May 15th
$300 Cancellation Fee Period	May 16th	June 15th
$500 Cancellation Fee Period	June 16th	July 15th
$750 Cancellation Fee Period	July 16th	September 1st**
**After this date, the Housing Contract is binding, making the student financially responsible for all costs associated with their housing assignment and respective dining plan for the academic year unless they are approved for release under the cancellation provisions section of the Housing Contract.		

J. **Cancellation Fee.** In event of a University initiated cancellation or the student's contract cancellation approval, a $200 contract cancellation charge will be assessed. Housing and dining prorations and charges will be managed as outlined in paragraph 18.

27. **Choice of Law.** This Contract is governed by the laws of the State of Ohio, regardless of the place of execution. Any legal action arising pursuant to this Contract shall be brought in a court of competent jurisdiction in the State of Ohio.
28. **Reservation of Rights.** The rights and remedies of the Owner set forth herein are in addition to all other rights and remedies allowed under law and equity. By signing the Housing Contract, the resident agrees to be bound by all the terms and conditions stated herein and adhere to written policies and procedures of the Owner, University, and Residence Life and Housing.
29. **Acts of God.** If either party is prevented from, or delayed in, completing performance of any or all of its obligations under the Housing Contract (other than payment of rent and fees) by an act of God or any other occurrence beyond the party's control, the party will be excused from performance for as long as it is reasonably necessary to complete performance.
30. **Waiver.** No waiver of any default in the performance of the Housing Contract between the Owner and the resident shall be effective unless in writing and signed by the waiving party. The waiver of a particular default in the performance of the contract shall not constitute a waiver of any other or subsequent default. The resort to a particular remedy upon a default shall not constitute a waiver of any other available remedies.
31. **Severability.** If any provision of the contract between the Owner and the resident is determined to be invalid or unenforceable, the remainder of the contract shall not be affected and shall remain in effect.

32. **Entire Agreement.** These terms and conditions, together with the Housing Contract, application, and acceptance forms, contain the entire contract between the Owner and the resident and supersede any and all prior agreements or representations between the parties pertaining to the same subject matter. The Owner may, in its discretion, increase the rent or otherwise alter the terms and conditions of the contract effective upon the commencement of any renewal term.

TOBACCO FREE CAMPUS POLICY

Cleveland State University has a vital interest in maintaining a safe, healthy, and respectful learning and working environment for members of the university community. The university seeks to set a model for a tobacco free workplace and promotion of healthy lifestyles now and in the future. Research findings show that use of tobacco products in general constitutes a significant health hazard.

CLEVELAND STATE UNIVERSITY
TOBACCOFREE

Tobacco use, including the sale, advertising, sampling and distribution of tobacco products and tobacco related merchandise is prohibited in all university facilities, on all university grounds, whether leased or owned, and at university-sponsored events, regardless of the venue.

COMMUNITY STANDARDS OF CONDUCT

Students who have ever pled guilty or been convicted of a criminal offense or have charges pending against them are required to disclose this information to Cleveland State University. Euclid Avenue Development Corporation, as owner of CSU's residential communities, reserves the right, in its sole discretion, to conduct a background check if it deems it is necessary to confirm conviction or criminal offense information. Upon receipt, materials will be reviewed to determine if the Euclid Avenue Development Corporation will extend housing privileges to the student. Students are required to immediately update this information with the Department of Residence Life and Housing if their status related to this information changes. At that time, the Executive Director of Residence Life and Housing or their designee will review their specific situation and make a determination regarding their housing privileges.

ATTESTATION AND SIGNATURE

I agree to accept a room assignment in a residential community owned by Euclid Avenue Development Corporation for the contract type and rate identified on this contract. By signing this document, I understand that I am entering into a legal, binding contract with Euclid Avenue Development Corporation for housing accommodations subject to the terms and conditions which I hereby acknowledge I have carefully read, and I further agree during the term of this contract to act in accordance with the Policies and Procedures stated in the Resident Handbook and the CSU Student Code of Conduct, hereby incorporated as part of this contract.

_____ _____

Student Signature Date

_____ _____

Parent's Signature (required if resident is under 18 yrs. of age) Date

Contact Information

To contact Owner: Executive Director of Residence Life and Housing
2450 Euclid Avenue
Euclid Commons 198
Cleveland OH 44115-2440
Email: reslife@csuohio.edu
Phone: 216.687.5196
Fax: 216.687.5156

For Deposits: Department of Residence Life and Housing
2450 Euclid Avenue
Euclid Commons 198
Cleveland OH 44115-2440
http://tinyurl.com/CSUsecdep

For Housing Payments:

Made in person: Bursar's Office
Berkman Hall (BH) 114
or online: https://campusnet.csuohio.edu/

Mailed to: Cleveland State University
Bursar's Office
2121 Euclid Avenue
Cleveland, OH 44115

All notices related to this Contract and your housing privileges will be sent electronically to your CSU email address. Please notify the Department of Residence Life and Housing immediately in writing if your email address changes.