

John Carroll University
2024-2025 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” or “University”), enter into this Housing Agreement (“Agreement”) upon the following terms and conditions:

1 Residency Requirement.

1.01 All entering Students who are not non-traditional Students as defined by JCU, must declare their status as a resident of University-sponsored housing, or commuter through tm4t2

incorporated into and made a part of this Housing Agreement. For the avoidance of doubt, this Section 4 shall not be applicable to Students assigned to On-Campus Housing.

- 4.02 Student acknowledges that they have had adequate opportunity to review the terms and conditions of the Off-Campus Housing Lease and that they have had the opportunity to consult with others, including counsel of their own choosing, regarding such terms. Student further acknowledges that they fully understand the terms and conditions of the Off-Campus Housing Lease and will voluntarily execute an Off-Campus Housing Lease. Student agrees to be bound to the provisions contained in the Off-Campus Housing Lease, which sets forth additional terms and conditions applicable to, and necessary for, the provision of Off-Campus Housing.
- 4.03 A Student's failure to enter into an Off-Campus Housing Lease constitutes a breach under Section 2.02 of this Agreement, and if alternate housing arrangements cannot be made between Student and JCU, the Student will be responsible for the entire monetary amount due under this Agreement.
- 4.04 This Housing Agreement shall be referenced and incorporated by reference into the Off-Campus Housing Lease. To the extent the provisions contained in this Housing Agreement are inconsistent with those contained in the Off-Campus Housing Lease or any other document(s) pertaining to Off-Campus Housing executed, the terms and conditions contained in this Housing Agreement shall control. Otherwise, such provisions shall be considered cumulative.

5 Payment of Fees.

- 5.01 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 2024-2025 academic year, which is incorporated by reference, can be found at jcu.edu/reslife. 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.**
- 5.02 **The rates listed are only valid for the listed academic year.**
- 5.03 If during the 2024-2025 Academic year JCU determines that the Core Occupancy Period must be adjusted for health and safety reasons, infectious disease including but not limited to 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 (as calculated as set out in Section 4.03.01) will be made to the Student's room and/or board fees, consistent with JCU and Residence Life policies, 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.
 - 5.03.1 The credit or refund referenced in Section 5.03 will be reasonably calculated by JCU 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 or other measures, and any extraordinary costs associated with the management and operation of University-sponsored housing and dining operations during the semester, including but not limited to any extraordinary costs associated with COVID-19 or other infectious disease, epidemic- or pandemic-related preventative measures, the management of COVID-19 or other infectious disease, epidemic- or pandemic-related risks, and increased cleaning costs.
 - 5.03.2 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.

Students will be given two weeks to submit a written appeal to JCU contesting any fees assessed for room damage or other losses.

7.03 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.

the University-sponsored housing. Disciplinary action may also be taken by JCU in accordance with established rules and regulations.

14.02 Students living in Off-Campus Housing must strictly adhere to JCU's Community Standards Manual, as well as all other applicable University rules, policies, procedures, and regulations. JCU may take disciplinary action to address and correct

residence as part of the change process or at any time thereafter. The University reserves the right to approve or deny any change in a student's residence status and such determinations shall be made in the University's sole and absolute discretion.

17 Release from Agreement Upon Withdrawal from JCU.

- 17.01 Other than via an approved Request for Release, this Housing Agreement cannot be rescinded by the Student after the Student has electronically signed the Housing Agreement and enrolled in classes for the fall or spring semesters, except as set forth in Sections 16.02 and 16.03.
- 17.02 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 or board charges will be assessed. If JCU receives notice of this decision after move-in day, the student will be charged a pro-rated amount of housing fees based on the number of days they were eligible to be in their assigned housing, as well as applicable board fees.
- 17.03 If a current student withdraws from JCU through the Withdraw/Leave of Absence process prior to move-in day, no housing or charges will be assessed. If the decision to withdraw is made after move-in day, student will be charged a pro-rated amount of housing fees based on the number of days the student was eligible to be in their assigned housing, as well as applicable board fees. 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 any cancellation fees, when such release was necessary to pursue JCU-sanctioned programs.

18 Additional Termination and Release Provisions.

- 18.01 Should this Agreement be terminated or a