



OFFICE OF RESIDENCE LIFE  
CENTRAL STATE UNIVERSITY  
P.O. BOX 1004  
WILBERFORCE, OH 45384



(937) 376-6386 (PHONE) WWW.CENTRALSTATE.EDU/ENROLLMENT/RESIDENCE (937) 376-6638 (FAX)

**2009 - 2010  
FOUNDATION HALL CONTRACT**

**PLEASE READ THE FOLLOWING INFORMATION CAREFULLY. IT CONTAINS DESCRIPTION OF IMPORTANT ELEMENTS OF YOUR STUDENT RESIDENCE HALL CONTRACT.**

The undersigned, a registered Student, (hereinafter called the “Student”) and Marauder Development by and through its Management Agent, Central State University, (hereinafter called “the University,”) hereby enter into this Foundation Residence Hall Contract upon the following terms and conditions:

All full-time freshmen and sophomore Students are required to live in the campus Residence Halls. Students may also live in Foundation Hall, if space is available. For permission to live off-campus, you must have prior approval, **in writing**, from the Director of Residence Life.

**NOTICE OF NONDISCRIMINATORY POLICY:** Neither Marauder nor Central State University discriminates on the basis of age, race, national or ethnic origin, color, creed, gender or sexual orientation nor against otherwise qualified handicapped Students in its admissions or academic standards, granting of scholarships, loans and other financial aid, planning and administering of its admissions, academic, athletic, housing, and other policies, nor in any other programs, services and activities.

**1.0 SERVICES**

- 1.1 Marauder and the University will provide the Student with a residence in Foundation Hall during the term of this Contract, except where a temporary assignment may be necessary.
- 1.2 Marauder and the University will furnish the Student with the use of a single bed, chest of drawers, desk, chair, closet space, and a shared telephone line for local calling.

**2.0 RESIDENCE ASSIGNMENTS**

- 2.1 The Student will be assigned accommodations only after the Student has (1) signed the Contract and (2) submitted the non-refundable **HOUSING APPLICATION FEE**.
  - 2.1.1 **Deadline for submitting Contract and non-refundable Housing Application Fee:**  
**FALL SEMESTER – June 1, 2009                      SPRING SEMESTER - December 4, 2009**  
**SUMMER TERMS – May 7, 2010**
- 2.2 Subject to the availability of space, every effort will be made to assign accommodations according to the Student’s preferences, but there is no guarantee of assignment to a particular building, room, or specific roommate.
- 2.3 Transfer from one room to another will be predicated upon the space available, date and time of request, and the necessity of the request to transfer.s
- 2.4 Marauder and the University reserve the right to change or cancel assignments in the interest of order, health, safety, or discipline with appropriate written notice.
- 2.5 Marauder and the University will provide rooms for a maximum of four (4) Students in designated Foundation Hall. **NO SINGLE ROOMS ARE PERMITTED.**

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**3.0 OCCUPANCY**

3.1 The Student agrees that the duration of this Contract is for the entire academic year of **two (2)** semesters – Fall, and Spring. The **Student may extend his/her contract if they wish to reside in the Residence Halls during the Summer Semester while attending Summer Semester classes on the campus by placing his/her initials where indicated below.** The Student acknowledges that he/she will not have access to the Hall, except during the dates set forth below,

**(STUDENT INITIALS – FOR SUMMER OCCUPANCY)**

**unless he/she will reside in the Residence Halls during the summer semester, and with the permission of the Residence Hall Director.**

		<b>Summer Terms</b>			
		<b>Fall Semester</b>	<b>Spring Semester</b>	<b><u>Term "A"</u></b>	<b><u>Term "B"</u></b>
<b>HALL OPEN</b>	(freshmen)	August 11, 2009	January 8, 2010	May 14, 2010	June 21, 2010
	(upper-class)	August 12, 2009	January 8, 2010	May 14, 2010	June 21, 2010
<b>HALL CLOSE</b>		December 10, 2009	May 6, 2010	June 21, 2010	July 27, 2010

3.2 The housing space assigned is available for occupancy at 8:00 a.m. on the first day of **ORIENTATION** for new freshmen and 8:00 a.m. on the first day of **REGISTRATION** for all other Students, and must be vacated four (4) hours after the Student’s last final examination, or after termination of Student’s status as a Student at the University. All personal property must be removed from the premises at that time. Personal property not removed will be considered abandoned and may be disposed of by Marauder and the University without liability to Marauder and/or the University. The Student will not be allowed to occupy a room prior to the official opening date or after the official closing date except under the following circumstances:

**Please note:** 3.2.1 Graduating seniors, choir members and band members remaining on campus for commencement activities **must vacate room by 4 p.m. following Commencement, except as approved by the Dean of Students.**

3.3 **Students must vacate the room four (4) hours after their last final examination, or after termination of their Student status. All personal property** must be removed from the premises of the University at that time. You must also vacate your room if you have an outstanding bill with the University at the time Foundation Hall closes for the semester. All personal property that is left in the room by the Students who still have financial obligations to Marauder and the University will be considered abandoned and may be disposed of by Marauder and the University without liability to Marauder and the University. Also you must occupy your room by the first day classes begin for the new semester. Failure to return by the start of classes may result in the loss of a room for the semester.

3.4 Charges do not cover rental during the semester vacation periods, and Foundation Hall rooms may not be occupied during that time.

3.5 Students who occupy Foundation Hall but do not register, for whatever reason, will have a per diem charge assessed.

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**4.0 USE OF FACILITIES** – Marauder and the University will, when necessary, and in their sole discretion:

- 4.1 Require Students to move to other accommodations in order to vacate a building or floor.
- 4.2 Change room assignments when vacancies occur in double rooms. If directed by Marauder and the University, the remaining resident must consolidate with another resident. **Single occupancy will not be allowed.**
- 4.3 Control the use of the room, with medical direction, in the event of an epidemic.
- 4.4 Inspect all rooms, in the presence of the resident whenever possible, for purposes of inventory, fire protection, sanitation, safety, maintenance and rule enforcement.

**5.0 RESPONSIBILITY FOR DAMAGE AND LOSS**

- 5.1 The Student's signature on the room condition form establishes the Student's acceptance of the condition of the room and contents at the termination of occupancy.
- 5.2 The Student specifically agrees to be liable for damage or loss incurred to the building, room furniture and equipment or fire safety equipment, which is not the result of ordinary wear and tear. Damage within the Student's room is the responsibility of the Students assigned. Damages that occur to public areas (i.e., restroom, lounges, study rooms, etc.), and false alarm charges, that are not attributable to or chargeable to a specific individual or group shall be equally shared by the residents of the living area where those damages occur. The Student agrees to pay such damages or false alarm charges to the University upon demand.
- 5.3 The Student must check out in accordance with circulated check-out procedures. Failure to do so will result in a loss of room damage deposit. In addition, the Student will be assessed charges for failure to turn in a key and/or for the cleaning and damages at termination.

**6.0 MARAUDER AND UNIVERSITY LIABILITY**

MARAUDER AND THE UNIVERSITY SHALL ASSUME NO RESPONSIBILITY FOR DAMAGE OR INJURY TO THE STUDENT OR FOR THEFT OR FIRE, DESTRUCTION OR LOSS OF MONEY, VALUABLES OR OTHER PERSONAL PROPERTY BELONGING TO, OR IN THE CUSTODY OF, THE STUDENT FOR ANY CAUSES WHATSOEVER, WHETHER SUCH LOSSES OCCUR IN STUDENT ROOMS, STORAGE ROOMS, PUBLIC AREAS, ELSEWHERE IN THE HALL, OR IN BAGGAGE RELATED TO SHIPMENT OR STORAGE. THE STUDENTS ARE RESPONSIBLE FOR OBTAINING PERSONAL PROPERTY INSURANCE AND ARE ENCOURAGED TO DO SO. SEE THE RESIDENCE LIFE OFFICE IF INTERESTED IN PURCHASING INSURANCE.

**7.0 ASSIGNMENT OF CONTRACT**

This Contract is not transferable by the Student. Marauder and the University may assign this Contract provided the assigned agrees to honor the terms of this Contract.

**8.0 SEARCH AND ENTRY**

The Student specifically agrees to be bound by the Search and Entry policy/procedure of Marauder and the University as it now exists or as it may be hereinafter amended during the term of this Contract. The University Search and Entry policy/procedure is found in the current Residence Life's Living and Learning Guide and in the Student Handbook.

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**9.0 UNIVERSITY AND FOUNDATION HALL REGULATIONS**

- 9.1 Marauder and the University will enforce all University and Foundation Hall regulations for all Students residing in them. The Student shall observe all University and Foundation Hall regulations. Failure to do so may result in removal from Foundation Hall. Disciplinary action may also be taken by Marauder and the University in accordance with established University and Foundation Hall rules and regulations.
- 9.2 Marauder and the University, by giving not less than a one (1) day written notice and any applicable hearing, in most cases, may revoke this Contract and require the Student to leave Foundation Hall for reasonable cause, including but not limited to one or more of the following:
- 9.2.1 Use, possession and/or sales of narcotics and dangerous drugs as defined by local, state, and federal laws on University property or at a function identified with the University;
  - 9.2.2 Gambling or participating in illegal gambling activities in University-owned or controlled property or at a function identified with the University;
  - 9.2.3 Possession of firearms, fireworks, firecrackers, or dangerous chemicals;
  - 9.2.4 Possession of dangerous weapons, hunting arrows, or potentially injurious war souvenirs;
  - 9.2.5 Participation in unauthorized group activities (riots and raids) or illegal entry;
  - 9.2.6 Disorderly, vicious or immoral conduct (indecent exposure) in or near the residence halls;
  - 9.2.7 Possession or harboring of dogs, cats, birds, snakes or other animals;
  - 9.2.8 Misuse, abuse, theft or destruction of Foundation Hall property;
  - 9.2.9 The use and/or possession of unauthorized heat-producing appliances or devices;
  - 9.2.10 The use of refrigerators in excess of five (5) cubic feet;
  - 9.2.11 The use by residents of their rooms or facilities of the building for commercial purposes or in association with commercial vendors, without permission from the Director of Residence Life officials;
  - 9.2.12 Sales, solicitation or advertising unless authorized by the Director of Residence Life;
  - 9.2.13 The installation or placement of any equipment, materials, etc., outside of the room which may be deemed unsightly, dangerous, or otherwise undesirable by Residence Life officials;
  - 9.2.14 The repair or storage of motorized vehicles or apparatus in housing areas either in or out of doors, except in designated areas;
  - 9.2.15 The unauthorized possession, use or sale of keys to University facilities;
  - 9.2.16 Visitation by members of the opposite sex in restricted areas other than during regularly approved and scheduled visitation periods;
  - 9.2.17 Unauthorized guest(s) (children are not permitted to live in Foundation Hall);
  - 9.2.18 Behavior in Foundation Hall over periods of time indicating that the Student is not able to adjust to the requirements of group living;
  - 9.2.19 Interference with fire controls, fire equipment and system;
  - 9.2.20 Interference with members of staff, including Resident Advisors in their performance of their duties;
  - 9.2.21 Any violation of the University disciplinary rules found in the current Residence Life's Living and Learning Guide, Student Handbook, and the Student Code of Conduct;
  - 9.2.22 **Unauthorized or illegal use of telephones (i.e., charging unauthorized calls to any institutional number) will result in a disciplinary sanction;**
  - 9.2.23 Smoking or lighting of any material;

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- 9.2.24 Any conduct deemed not to be in the best interest of Marauder or the University and/or its Students;
- 9.3 Students found guilty of vandalizing University property association with commercial vendors, without permission from the Director of Residence Life; may be fined a minimum of \$150.00 plus the replacement cost of that property.

#### **10.0 PAYMENT**

- 10.1 This Contract will not be considered without a Housing Application Fee of \$60.00, which is non-refundable. Make money order, cashier's check, or certified check **PAYABLE** to **CENTRAL STATE UNIVERSITY** and **MAIL** to the University's **CASH MANAGEMENT OFFICE** with the Foundation Hall Contract. (Record the Student's number on your form of payment)

**Mailing Address:**                      **Central State University**  
   **Cash Management**  
   **P.O. Box 1004**  
   **Wilberforce, Ohio 45384-1004**

- 10.2 Rental charges are **DUE** and **PAYABLE** at the University's **CASH MANAGEMENT OFFICE** in conjunction with other charges (i.e., fees, board, etc.)

#### **11.0 BOARD**

Board is mandatory for Students residing in the Residence Halls, including Foundation Hall.

#### **12.0 TERMINATION OF CONTRACT**

- 12.1 Dismissal from the University through disciplinary suspension or expulsion will negate any refund of fees that may have been due the Student.
- 12.2 Application for refund after occupancy shall be made through the Director of Residence Life. Such applications will not be processed until arrangements for final check-out are complete.
- 12.3 Should this Contract be terminated, the Student agrees to vacate the Hall within twenty-four (24) hours unless special permission, **in writing**, has been obtained from the Director of Residence Life or a designate of that office.
- 12.4 Until all sums due and owing under this Contract are fully paid, the Student may not register for future course work at the University (or its branches) or receive transcripts, diploma(s), or degree(s).
- 12.5 Should the Student default in complying with any provision herein, Marauder and the University; may, at their election, terminate this Contract, retain all payments made here under, or in the alternative, it may seek any other remedy in law or in equity, which it may elect, including, but not limited to specific performance of the Contract and damages.
- 12.6 The Student agrees to pay all reasonable costs, attorney's fees, and expenses that shall be made or incurred by Marauder and the University in enforcing this Contract.
- 12.7 Completion of this Contract by the Student does not constitute acceptance by Marauder and the University.
- 12.8 Marauder and the University may terminate this Contract and take possession of any room at any time for violation of any of the provisions herein, or where in their sole discretion, it is in the best interests of Marauder and the University. The Contract is automatically canceled if the Student's enrollment is officially terminated through withdrawal from the University. Marauder and the University reserve the right to require proof of marriage prior to granting a refund. The charge schedule is set forth in paragraph 13.0.

#### **13.0 CHARGES BEFORE OCCUPANCY**

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- 13.1 The \$60.00 housing application fee is non-refundable under any circumstance.
- 13.2 Cancellation by student is not permitted unless student ceases to be enrolled at the University.
- 13.2 For cancellation after 5:00 PM on the first day of classes, the Student not only forfeits the \$60.00 housing application fee, but is charged the full semester's residence fees.
- 13.4 **NO SHOW**- One who does not communicate, in writing an intent to cancel by 5:00 P.M. the first day of registration and does not claim the space shall forfeit the reserved space and shall be charged the full residence fees for the entire semester.

#### 14.0 KEYS

- 14.1 All Students are required to pay a **\$100.00 room damage deposit** and a **\$35.00 key deposit** before obtaining a room key. The \$135.00 is refundable if no undue damage is done.
- 14.2 Keys may not be duplicated or given to any unauthorized person.
- 14.3 Replacement cost of a lost or misplaced key will be **\$50.00**

#### 15.0 REMOVAL OF PERSONAL BELONGINGS

- 15.1 Students are expected to remove personal belongings from the rooms within 24 hours after withdrawal from the University or upon termination of the resident's Contract. Foundation Hall refunds, if any are due, will be based upon the date the Student's belongings are removed from the room and the date upon which the Student signs the **Foundation Hall Check-Out Form**. It is the Student's responsibility to be certain that the Check-Out form is signed and dated correctly.

#### 16.0 QUIET HOURS/VISITATION

- 16.1 Students are required to conform to the **Quiet Hours** and **Visitation Policies**. Failure to do so may result in a sanction under the **Student Code of Conduct** or the University and Foundation Hall rules and regulations.

#### 17.0 DEFINITION OF TERMS

- 17.1 Termination- As used herein, termination refers to the discontinuance of the Contractual relationship between the Student and University. (Termination occurs after occupancy and only then when initiated by Marauder and the University for reasons set forth below.)
- 17.2 Cancellation - Under the Contractual agreement, the Student may cancel his/her application for housing, if done so in writing, prior to **June 30, 2009** and subject to the other provisions contained herein:
- 17.3 Occupancy - The Student receives a hall assignment, appears at the assigned hall, and is issued a key to a specific room. Payment of room and board charges will constitute occupancy;
- 17.4 Removal-The Student's Contract shall be terminated and the Student shall be required to vacate the assigned room for violation(s) of the provision(s) of the Contract.
- 17.5 Improper Check-Out - failure on the part of the Student to properly vacate the hall by being inventoried out by a staff member i.e. Residence Hall Coordinator or Residence Advisor and turn in a key. Improper check-outs will result in loss of room damage deposit (\$100.00) plus the \$35.00 key deposit if the key is not returned on time.