

TERMS AND CONDITIONS OF CONTRACT 2008-2009

RESIDENCE CONTRACT

This document constitutes a contract between the undersigned student-resident (hereinafter called "Resident") and the New Jersey Institute of Technology (hereinafter called "University"). It sets forth the terms and conditions under which the resident will occupy the premises in University residence facilities. THIS CONTRACT IS SUBJECT TO THE AVAILABILITY OF SPACE AT THE TIME THIS CONTRACT IS RECEIVED BY THE RESIDENCE LIFE OFFICE. THE UNIVERSITY PREFERENCE IS TO PROVIDE ACCOMMODATIONS TO FULL-TIME MATRICULATED STUDENTS FIRST.

Housing Information

1. Residents are assigned roommates without regard to race, color, national or ethnic origin, religion, physical disability or sexual orientation.
2. University housing contracts for **new students** (i.e. non-continuing students) who have submitted an online contract and the \$50 housing deposit (excluding summer) are assigned according to the application date, distance from the University and student need.
3. University housing contracts for **continuing students, both residents and commuters, summer housing do not require a \$50 housing deposit.**

TERMS OF CONTRACT

Academic-Year Contract (9-Month)

The University shall provide the resident with the use of a residence hall space for **one academic-year** or balance remaining at the time of assignment. ***This period does NOT include summer break.*** The contract period commences on the day before the start of fall classes and ends on the last day of exams at the end of the semester or 24 hours after a resident's last exam, whichever is earlier.

Twelve-Month Contract

The University shall provide the resident with the use of a residence hall space 24 hours before classes for the student's specific school or program year begins and ends on July 31, 2009 for students not returning to housing for the next year. Students returning to housing for the 2009 - 2010 academic-year may remain in housing through the beginning of the new contract period. Changes to the chosen occupancy period may not be made after October 31, 2008. Residents may be required to move to another location during the summer break.

Summer Contract

University shall provide the resident with the use of a residence hall space during the summer session. The contract period commences and ends on dates agreed upon.

- Summer housing assignments are planned for the Laurel Hall extension – subject to change.
- Residence Life must receive a copy of your summer school registration for classes outside of NJIT.
- Students or **visitors** requesting housing without taking classes must provide a written letter from their employer. Except NJIT Co-Op's, Residence Life will verify employment with Career Development Services.
- Full payment or arrangements must be made prior to check-in. If not, your housing may be canceled.
- Spring 2008 residents of Laurel Hall that will continue housing for the summer are not guaranteed the same room.
- Rooms will be assigned on a first-come, first-serve basis until all allocated rooms have been filled. You may request another summer housing resident as a roommate. However, it is not guaranteed.
- If you are on a twelve-month contract, you are automatically signed-up for a summer assignment. If you are not returning for the fall semester your contract **ends on July 31, 2008.** You are expected to checkout on or prior to that date unless arrangements have been made.
- Single rooms may be assigned by one of the following criteria:
 - a current resident is staying through closing and for at least summer session one **or**
 - it is a summer resident's fall assignment and they are staying for the entire summer period **or**
 - the individual is part of a conference group or visiting intern.
- Applications will be accepted throughout the summer. If submitted on or before April 14, you will receive summer assignment information on or before May 2. All others will be notified prior to their scheduled check-in date.

All Contracts (excluding Summer)

Written notification from the University to a Resident of his/her removal and prohibition from University Housing may also terminate the contract.

In consideration of either the academic-year or twelve-month housing assignment, the Resident agrees to:

1. Pay the residence hall room charge for an entire contract (less the \$50 deposit).
2. Purchase a meal plan (except junior, senior and graduate students).

Residents are billed these charges **per semester** by the Bursar's Office.

PAYMENT AND CANCELLATION

For All Students (excluding Summer) – There is a **\$750.00 cancellation charge** for all students canceling their contracts **PRIOR** to September 1, 2008. Students who check into the residence halls prior to the official residence hall check-in date will be charged up until the date of check-out plus one half of the remainder of their contract.

In all cases: (excluding Summer)

Residents may cancel their contract by contacting the Residence Life Office in person or in writing. Residents canceling their contract must complete an official check out and that will determine the final date of the resident's occupation of the residence hall space. **Residents canceling their contract after September 1, 2008 will be charged to the final date of their official check-out plus one half of the remainder of their contract.** Students applying for spring 2009 housing will be charged \$750.00 cancellation charge prior to the official residence hall check-in date. Students who cancel after this time will be charged to the final date of their official check-out plus one half of the remainder of their contract. Any resident who cancels after the close of the fall semester will be billed the weekly rate to the date of check out for winter housing and one half of the remainder of their contract.

Summer Housing Contract – There is a \$150 cancellation charge for all students canceling their summer contracts prior to check-in. Residents who have not taken possession of their room within 48 hours of the check-in date will forfeit their room assignment and will be charged the \$150 cancellation fee in addition to losing their deposit, if any. Written notification from the University to a Resident of his/her removal and prohibition from University Housing may also terminate the contract.

The Resident Agrees:

1. To be accountable for his/her behavior and the behavior of all guests.
2. To abide by the policies and procedures contained in the contract, "Residence Life at NJIT" and "Student Handbook", including all amendments and modifications that may be made during the year.
3. To abide by all Federal, State and Local laws.
4. To reside in the assigned room with the assigned roommate and to vacate and remove all personal property upon termination of this contract.
5. To abide by all policies regarding changing room assignments. Approved room changes occur during a specific time period each semester. The assistant director must approve room changes.
6. To not allow anyone other than the assigned roommate to live in the room.
7. To assume all responsibility for personal belongings. The University is not responsible for damage or loss to Resident's personal property regardless of cause. Residents are strongly encouraged to carry personal insurance to cover their personal property while located at NJIT.
8. To keep the room or suite clean and fit for habitation. The Resident will be responsible for all damages to University property or premises as a result of the Resident's neglect or willful behavior.
9. To complete all property records within 24 hours of occupying a space. These forms, countersigned by an Residence Life staff member will be the basis for damage assessments.
10. To be held responsible for damages to common areas when individual responsibility is not implicated.
11. To not loan out, duplicate or share keys or room combinations and to report lost or stolen keys or combinations immediately.
12. To not smoke inside any residence hall, whether a public or private room.
13. To abide by quiet hours or community standards for your floor.
14. To abide by the Guest and Visitation Policy.
15. To not have pets, other than fish in a 10-gallon or less tank.
16. To not have, use or possess firearms, ammunition, other weapons, nor flammable materials or substances (i.e. live Christmas trees, gasoline, fireworks, candles, oil paint thinner, etc.).
17. To not use halogen lamps.
18. To not use microwave ovens over 1000 watts or 9.5 amps in student rooms.
19. To not use high wattage electrical appliances (i.e. hot plates, toaster ovens, air conditioners, more than two refrigerators exceeding 1.7 cubic feet each or one exceeding 4.5 cubic feet per room). Oak Hall has some exceptions that are outlined in "Residence Life at NJIT."
20. To not use external antennas.
21. To not have liquid-filled beds or lofts.
22. To not paint on any surfaces and/or fixtures.
23. To not remove or open window screens or to pass or throw anything through windows.

The University:

1. The University recognizes Residents' rights to privacy but maintains the right for its authorized personnel to enter Residents' premises for the following reasons: (1) without notice in an emergency involving danger to life or property; (2) upon notice for the purpose of health and safety inspections; (3) for routine and immediate maintenance; (4) without notice when a condition is observed that is prohibited by this contract, University or

- Residence Life regulations; and (5) when it is reasonably believed that a Resident is using the assigned space in a manner contrary to the provisions of this contract, University or Residence Life policies.
2. Reserves the right, in the interest of safety, to remove prohibited items without advance notice. Items will be stored, until they can be retrieved and removed from the residence halls. Items not picked up by Memorial Day will be discarded. (End of confiscated semester).
 3. **Shall not be responsible for damages caused by:** failure of water supply, electrical current or heating/cooling system; presence of bugs or vermin; nor injury to a Resident, his/her guest or the property of the Resident or guest.
 4. Agrees to exercise every reasonable caution to safeguard the health safety and property of each Resident and will make a good faith effort to repair **properly reported** defects or deficiencies in the residence halls.
 5. Agrees to provide the Resident with a meal plan, while classes are in session at the Resident's expense.
 6. Reserves the right to take appropriate disciplinary action, including immediate termination of the contract and immediate eviction from University housing for conduct which is found by the University to be in violation of the University's policies and/or contract or which is otherwise detrimental to the health, safety and welfare of the Resident or others, or disruptive of the housing environment. In the event disciplinary action results in eviction and/or termination of contract, the resident shall still be responsible for payment of the contract in full.
 7. Reserves the right to move a Resident from one room to another when the University determines that the move is in the Resident's best interest or those of his/her fellow students and/or the University.
 8. Reserves the right to reassign Residents during the semester in order to consolidate vacant spaces and to increase room occupancy.
 9. Reserves the right in its sole discretion to remove a Resident from University housing and terminate the contract for failure to meet financial obligations to the University.

Any Resident whose contract is terminated is responsible for all financial obligations as stipulated herein and is required to vacate the room within 48 hours or as stated in writing by the University.

This contract includes all policies, procedures, rules and regulations contained within "Residence Life at NJIT" <http://www.njit.edu/reslife/policy.php> or actual PDF file: <http://www.njit.edu/reslife/docs/2007-reslife-at-njit.pdf>