

TERMS AND CONDITIONS OF CONTRACT 2012-2013

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 or University Centre. 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, 2013 for students not returning to housing for the next year. Students returning to housing for the 2013 - 2014 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, 2012. 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 2012 residents of Oak 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, 2013.** 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.

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 August 10, 2012**. After this date students will be charged up until the date of check-out plus one half of the remainder of their contract. Students 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 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 August 12, 2012 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 2013 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 – Your Guide to Living on Campus" 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 Martin Luther King Jr. Day for fall semester and Memorial Day for spring semester will be discarded.
 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 – Your Guide to Living on Campus" <http://www.njit.edu/reslife/docs/2010-reslife-at-njit.pdf>

SECURITY ACKNOWLEDGMENT AND RELEASE.

BY EXECUTION OF THE LEASE, RESIDENT AGREES AS FOLLOWS:

By submitting the online housing application and contract you will, upon move in, inspect your Premises and determine to your satisfaction that the smoke detectors, door locks and latches and other safety devices in the Premises are adequate and in good working order.

It is your responsibility to immediately read the instructions for operating the alarm systems and controlled accesses gates (if any) and contact the Manager if you have any questions. You acknowledge that electronic and mechanical systems may malfunction or fail and that Manager and we are not responsible for any injury, damage, loss or claim related to such malfunction or failure.

You understand that neither Landlord nor the Manager guarantee or assure personal security or safety for you or anyone. The furnishing of safety devices will not constitute a guarantee of their effectiveness nor does it impose an obligation on Landlord or Manager to continue furnishing them. Landlord and Manager assume no duties of security. We will proceed with reasonable diligence to repair electronic and mechanical existing systems after you have given us written notice of malfunction. You acknowledge that any personnel or any mechanical or electronic devices that are provided (examples: courtesy patrol, intrusion alarms, pedestrian gates, controlled access vehicle gates), IF ANY, cannot be relied upon by you as being in working condition at all times. There will be malfunctions of any mechanical or electronic systems. Employee absenteeism, weather, vandalism and other factors often cause such systems not to function as intended. Mechanical and electronic systems or courtesy personnel can be circumvented. You acknowledge that crime exists and that Manager and we have no duty of foresee ability concerning criminal conduct or acts. Accordingly, you hereby release Landlord and the Manager, and their respective agents, partners, officers, directors and representatives, from any claim whatsoever with respect to any personal injury or property damage, and acknowledge that none of such persons or entities are insurers or guarantors of your safety or that of your property in the Apartment Community.

MANAGER AND WE OWE NO DUTY OF PROTECTION TO YOU. YOU ARE RESPONSIBLE FOR YOUR OWN SECURITY/SAFETY AND FOR THE SECURITY/SAFETY OF YOUR GUESTS AND YOUR PROPERTY.

NOTICE ACKNOWLEDGEMENT AND RELEASE

Other methods of communication to Landlord and/or its Manager, including without limitation any communication made via fax, e-mail, pdf, website, social networking site (for example, Facebook, MySpace, Cyworld, Bebo, and others) or other method of communication, whether now existing or created in the future, shall NOT be effective notice under the Lease.

BY SUBMITTING THE ONLINE HOUSING APPLICATION AND CONTRACT YOU CONFIRM THAT YOU HAVE READ THESE REGULATIONS AND FULLY UNDERSTAND THEM. THESE RULES AND REGULATIONS ARE A PART OF YOUR LEASE AND THEY APPLY TO YOU AND YOUR GUEST(S). YOU ALSO CONFIRM THAT YOU UNDERSTAND THAT IF YOU OR YOUR GUEST(S) VIOLATES THESE RULES AND REGULATIONS, YOU ARE IN VIOLATION OF THE LEASE.

EXHIBIT B SAFETY GUIDELINES

We would like you to be aware of some important guidelines for your safety and the safety of your guests and your property. MANAGER AND WE OWE NO DUTY OF PROTECTION TO YOU. YOU ARE RESPONSIBLE FOR YOUR OWN SAFETY AND FOR THE SAFETY OF YOUR GUESTS AND YOUR PROPERTY. We recommend that you consider following these guidelines, in addition to other common sense safety practices.

INSIDE YOUR APARTMENT

1. Lock your doors and windows—even while you're inside.
2. Use your night latches or dead bolt locks on the doors while you're inside.
3. Before answering the door, confirm the identity of the person. Look through a window or peephole. If you don't know the person, first talk with him or her without opening the door. If the person identifies him/herself as a staff member or vendor, you may call the Manager for confirmation. Don't open the door if you have any concerns.
4. Do not give out or lend keys, gate or lock combinations to anyone.
5. Don't put your name, address, or phone number or other identifying markings on your key or key ring.
6. If you're concerned because you've lost your key or because someone you distrust has a key, ask the Manager to re-key the locks. We will be happy to accommodate you and will proceed with reasonable diligence. You will be responsible for the cost of the re-keying.
7. Dial 911 for emergencies. If an emergency arises, call the appropriate governmental authorities first, and then call the Manager.
8. Check your smoke detector monthly for dead batteries or malfunctions.
9. Check your door locks, window latches, and other safety devices regularly to be sure they are working properly.
10. Immediately report the following to the Manager—in writing, dated and signed:
 - Any needed repairs of locks, latches, doors, windows, smoke detectors, and alarm systems; and
 - Any malfunction of other safety devices outside your Apartment, such as broken gate locks, burned-out lights in stairwells and parking lots, blocked passages, broken railings, etc.
11. Close curtains, blinds, and window shades at night.
12. Mark or engrave identification on valuable personal property.

OUTSIDE YOUR APARTMENT

13. Lock your doors every time you leave your apartment regardless how long you will be away.
14. Leave a radio or TV playing softly while you're gone.
15. Close and latch your windows while you're gone, particularly when you're on vacation.
16. Tell your roommate(s) where you're going and when you'll be back.
17. Don't walk alone at night.
18. Don't hide a key under the doormat, a nearby flowerpot, or anywhere outside the apartment. Criminals know all hiding places.
19. Don't give entry codes or electronic gate cards to anyone.
20. Use lamp timers when you go out in the evening or go away on vacation.
21. While on vacation, have your newspaper delivery stopped.
22. While on vacation, have your mail temporarily stopped by the post office.
23. Carry your door key in your hand, whether it is daylight or dark, when walking to your entry door. You are more vulnerable when looking for your keys at the door.
24. Report suspicious activities or persons to the Manager. Call 911 or local law enforcement if your personal safety is at risk.

YOUR VEHICLE

24. Lock your car doors while driving. Lock your car doors and roll up the windows when leaving your car parked.
25. Whenever possible, don't leave items in your car, such as change/money, CD's, wrapped packages, book bags, or purses in view.
26. Don't leave your keys in the car.
27. Carry your key ring in your hand while walking to your car—whether it is daylight or dark —whether you are at home, school, work, or on vacation.
28. Try to park your car in an off-street parking area rather than on the street. If you park on the street, park near a streetlight.
29. Check the backseat before getting into your car.
30. Don't stop at gas stations or automatic-teller machines at night—or anytime when you suspect danger.

PERSONAL AWARENESS

No safety system or device is failsafe. Even the best safety system or device can't prevent crime. Always be aware of your surroundings, and always proceed as if safety systems or devices don't exist because they are subject to malfunction, tampering, and human error. Landlord and Manager disclaim any express or implied warranties of security to the fullest extent permitted by applicable law.