TERMS AND CONDITIONS OF CONTRACT
2018-2019

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 are assigned according to the application date, distance from the University and student need.

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, 2018 for students not returning to housing for the next year. Students returning to housing for the 2019 - 2020 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, 2018. 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.
- 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, 2019**. 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.
2. Purchase a meal plan (except junior, senior and graduate students).

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

Deposit Policy 2018-2019 Academic Year

Room Deposit

- All incoming students (new to NJIT) requesting on campus housing are required to submit a $300 room application fee. This entire amount will be applied to the cost of Fall Semester housing. If the student cancels the request for housing or is a "no show", the full amount of the fee will be used to partially fulfill cancellation fees. *(Please refer to Housing Agreement Cancellation Policy for fee schedule).* Continuing NJIT students are not required to submit a room deposit.

Damage Deposit

- All incoming students (new to NJIT) requesting on-campus housing are required to submit a $100 damage deposit. Any damages to the residence hall room or common areas attributed to the student (beyond normal "wear and tear") will be deducted from the damage deposit. After completing a proper check-out at the end of the housing agreement period, the remaining balance, after any damage deduction, will be credited to the student's University account. *(*Note – Balance may be applied to cancellation fees if applicable).* Continuing NJIT students are not required to submit a damage deposit.

Housing Agreement Cancellation Policy 2018-2019 Academic Year

I. Cancellation before contract period and/or occupancy begins:

*occupancy is defined as acceptance of access to residence hall room.

A. Fall Semester
New and Continuing Students:

Cancellation Received on/or before May 1, 2018:	$300.00
Cancellation Received May 2 – June 15, 2018:	$450.00
Cancellation Received June 16 – August 1, 2018:	$750.00
Cancellation Received August 2 – August 15, 2018:	$1,000.00
Cancellation Received August 16 – Earliest Published move-in day:	$1,150.00

The contract period begins on published move-in day or actual occupancy, whichever is earlier; after this date, cancellations are not permitted for any NJIT enrolled student without approval of Housing Cancellations Appeals Committee. Cancellations must be in writing.

B. Spring Semester
New Residents:

Cancellation Received on/or before December 1, 2018:	$300
Cancellation Received December 2, 2017 – December 23, 2018:	$450
Cancellation Received December 24, 2017 – January 10, 2019:	$750
Cancellation Received January 11, 2019 – Move-in day:	$1,150

Continuing residents may not cancel housing without approval of the Housing Cancellations Appeals Committee.
Cancellations must be in writing.
Appeals must be in writing.

II. No-Shows:
Fall and Spring Semesters

Rooms not officially accepted by the end of the first day of classes will be cancelled and maximum cancellation fees will apply.

Students who request housing after the contract period has begun, and do not accept the room, are considered no-shows and will be charged the same fees.

Fall: $1,150
Spring: $1,150

III. Cancellations During Fall Semester/Prior to Start of Spring Semester

A. Voluntary Separation from NJIT:

No refunds/credit will be granted for the Fall semester except as approved by the Housing Cancellations Appeals Committee. Student will not be charged for Spring Housing and Dining Charges, but the following cancellation fees and requirements apply:

$500 cancellation fee for those students who:

- Complete a formal University withdrawal or transfer by December 15th and
- Submit written notification of intent to vacate to Residence Life by December 15th and
- Complete formal check-out (including room inspection/waiver and return of all residence hall keys and NJIT ID) no later than 24 hours after last final exam of the fall semester.

$750 cancellation fee if criteria are met by January 1st
$1,000 cancellation fee if criteria are met by January 15th
$1,150 cancellation fee will be after January 15th; other charges such as cost of lock changes may apply
A hold will be placed on University Records and Registration until payment is received.

B. Involuntary Separation from NJIT

No refunds/credit will be granted for the Fall semester except as approved by the Housing Cancellations Appeals Committee or Dean of Students. Student will not be charged for Spring Housing and Dining Charges, but the following cancellation apply:

Academic Dismissal:

- No cancellation fee will be assessed if student completes formal check-out by published Spring check-in day or within 72 hours of dismissal/suspension notice, whichever is later. Failure to complete a formal check-out by these deadlines will result in $50 per day charge until such formal check-out is completed.

Judicial Dismissal:

- Cancellation fee for the Spring semester is $1,150. Failure to submit key(s) and ID results in further disciplinary action.

Unusual Circumstance/Medical Withdrawal

- Housing cancellations due to unusual circumstances such as a medical withdrawal will be reviewed by the Housing Appeals Committee at the student's request. Medical withdrawals approved/processed by Office of the Dean of Students will automatically include waiver of any applicable housing cancellation fee, providing student follows expected check-out procedures.

C. For Students remaining enrolled at NJIT

Housing agreements are for the full academic year, and will be enforced as such. All residential students still enrolled at NJIT for the Spring Semester will be charged housing and applicable meal fees through the end of final exams in May. Cancellations prior to the end of the academic year will not be permitted, except in cases of extremely extenuating circumstances, as determined by the Housing Cancellations Appeals Committee.

IV. Cancellations During the Spring Semester

A. Continuing Students:

Voluntary Cancellation:
No refunds/credits given except as approved by the Housing Cancellations Appeals Committee.
Involuntary Cancellation
No refunds/credits given except as approved by Housing Cancellations Appeals Committee, Dean of Students or designee

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Cancellation Appeals can be addressed to: Chair, Housing Cancellations Appeals Committee, C/O Residence Life Office, 180 Bleeker Street, Newark, New Jersey, 07103 or submitted in person to Residence Life Office, 1st Floor, Cypress Hall or email to: reslife@njit.edu

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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.

Updated 11.10.17

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 associate 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/sites/reslife/files/2017_2018%20reslife-at-njit_0.pdf