

TERMS AND CONDITIONS OF CONTRACT 2021-2022
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, gender identity or expression, or affectional 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.
3. Residency in NJIT housing is preferred for full-time graduate or undergraduate students who are enrolled in a degree program and registered as a student for the semester(s) of residency. Part-time undergraduate students who are enrolled with fewer than twelve (12) credit hours and part-time graduate students enrolled with fewer than nine (9) credit hours may reside on campus with the expressed permission from Residence Life. Permission will be given for one full academic year.

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, 2022 for students not returning to housing for the next year. Students returning to housing for the 2022 - 2023 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, 2021. Residents may be required to move to another location during the summer break.

Changes in Occupancy due to COVID-19 related safety concerns:

It is understood and agreed that during the current pandemic, the University is operating in accordance with its Pandemic Recovery Plan, as filed with the Office of the Secretary of Higher Education. It is further understood that the Resident may be relocated by the university during the term of the contract for health and safety reasons in order to comply with quarantine or isolation procedures, and Resident agrees: (1) to comply and cooperate with relocation plans and procedures, and (2) that any such relocation will not result in a full or partial refund of housing costs.

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 Honors Hall – 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, 2022.** 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.

Housing Agreement Cancellation Fees Policy 2021-2022 Academic Year:

Cancellations will not be permitted in the event that a Resident's mode of instructional delivery is changed by the University (or the Resident) from face-to-face to entirely/fully online (including converged learning and synchronous online). The Housing Cancellations Appeals Committee will not consider any cancellations based on a change in the Resident's mode of instructional delivery and no refunds and/or credits will be granted for the same and full payment and/or the cancellation fees stated below apply.

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, 2021: \$300.00
- Cancellation Received May 2 – June 15, 2021: \$450.00
- Cancellation Received June 16 – August 1, 2021: \$750.00
- Cancellation Received August 2 – August 15, 2021: \$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 the Housing Cancellations Appeals Committee. Cancellations must be in writing.

B. Spring Semester New Residents:

- Cancellation Received on/or before December 1, 2021: \$300
- Cancellation Received December 2, 2021 – December 23, 2021: \$450
- Cancellation Received December 24, 2021 – January 10, 2022: \$750
- Cancellation Received January 11, 2022 – 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 the 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 a 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, including part-time students granted permission from Residence Life, 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.

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

V. Summer Housing Contract:

A. 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 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, unless approved by the Office of Accessibility Resources and Services (OARS) and Residence Life in regards to an approved Emotional Support Animal (ESA).
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/2018_2019-reslife-at-njit.pdf

Disability Statement:

The University will provide appropriate accommodations for students with disabilities in housing. Residents should contact the Residence Life Office to discuss accommodations for the Resident's premises and any other support a Resident may need on-campus.

Coronavirus/COVID-19 Acknowledgement:

- The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing in many locations to prevent the spread as well as other mitigation measures where social distancing is not possible, including the wearing of face coverings.
- The University has put in place preventative measures to reduce the spread of COVID-19 and Resident agrees to voluntarily comply with the same, including without limitation:
 - self-monitoring to prevent the spread of infectious diseases including the taking of Resident's temperature and the reporting of symptoms such as chills, fever, respiratory issues, nausea, fatigue, or other signs of illness to designated University officials and
 - undergoing testing by the University for the presence of infectious diseases, including submitting to testing based on the presence of the above-described symptoms or testing due to possible exposure and
 - self-isolation if Resident tests positive for the presence of infectious disease or in other appropriate circumstances, including Resident's relocation to an identified area deemed appropriate for self-isolation.
- Notwithstanding the above-described University preventative measures, the University cannot guarantee that Resident will not become infected with COVID-19 given that Resident may reside with unrelated roommates, share communal bathrooms, common areas, study rooms, lounges, dining spaces, and other areas. Resident hereby acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that Resident may be exposed to or infected by COVID-19 by residing at the Premises and that such exposure or infection may result in personal injury, illness, permanent disability or death to Resident.
- Resident understands that the risk of becoming exposed to or infected by COVID-19 at the Premises may result from the actions, omissions, or negligence of the Resident and other Residents or others, including, but not limited to, the University and its trustees, officers, employees, agents and representatives. Resident voluntarily agrees to assume all of the foregoing risks and accept sole responsibility for any injury to Resident (including, but not limited to, personal injury, disability or death), illness, damage, loss, claim, liability, or expense, of any kind, that Resident may experience or incur in connection with residing at the Premises or attending the University ("Claims"). Resident hereby releases, covenants not to sue, discharges, and holds harmless the University, its trustees, officers, employees, agents and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. Resident understands and agrees that this release includes any Claims based on the actions, omissions, or negligence of the University, its trustees, officers, employees, agents and representatives, whether a COVID-19 infection occurs before, during, or after residing at the Premises or attending the University.

GENERAL:

1. The failure by the University to enforce any provision of the contract or to timely insist on performance will not be construed as a waiver of any right to strictly enforce a contractual provision.
2. The contract will be governed by the laws of the State of New Jersey, and the Resident agrees that the exclusive forum for any dispute concerning this contract shall be the Superior Court of New Jersey, Essex County.
3. The contract constitutes the entire understanding between the University and the Resident regarding this matter and merges any and all prior discussions, representations, promises, and warranties within its scope.