A. HOUSING

1. Occupancy and Re-assignment

The University agrees to provide the student with the use of specified accommodations. Use or continued use of any particular space cannot be assured. The University may make changes in assignments of accommodations whenever it finds changes to be necessary or in the best interest of the residential community. The student may change accommodations only with the prior permission of the Housing Department. Space in University dormitories is made available to the student only for his or her personal use and the student may not transfer the use of such space to any other individual. While the student is permitted to have a guest for short periods of time, extended visits are not permitted. Guests who pay rent and/or guests found through Airbnb or similar arrangements are prohibited.

The length and frequency of visits for eligible guests is contingent upon the consent of all the roommates and the Associate Director for Student Housing, Occupancy Management and Systems

2. Terms of Agreement

Unless otherwise specified, the University agrees to provide the student with the use of the accommodations for the two terms of the academic year commencing at an approved day prior to the first day of classes and ending the last day of the final examination period for the second term of the academic year, except, if the student is receiving a degree in such academic year, ending at noon on the day after Commencement. In the event that a student is approved to occupy his/her accommodation before the announced date on the housing contract, these terms and conditions are in effect upon the earlier of the occupancy date or the date the occupant receives a key or electronic card access. Occupants remaining beyond the permitted time will be charged for their additional stay. If the space is occupied past the termination date, the University may enter the room and pack and store the belongings therein at the occupant's expense.

3. Privacy, Entry, and Right of Re-Entry

The University respects the privacy of the student, but reserves the right to re-enter and take possession of the accommodations upon breach of any term of this Agreement. The University may enter the accommodations during reasonable hours to provide efficient services and maintenance. The University may enter accommodations without notice for the purposes of emergency service, safety, and room condition inspections or if there is reason to believe that any term or condition of this Agreement is being violated. When entering accommodations, the University may be accompanied by an outside party, such as a municipal fire inspector. The accommodations must be cleared of all personal property upon termination of this Agreement. The University accepts no liability for personal property remaining in the accommodations after termination. The University may dispose of such property at the occupant's expense.

4. Liability

The student is responsible for loss or damage of University property provided for the use of the student, including the furniture and the accommodations. All University property located in the accommodation at the commencement of this Agreement period must be located in the same accommodation and in good condition upon the termination of this Agreement. The student may also be held liable for damage done to public areas and furniture or equipment located therein. The University does not insure and bears no responsibility for loss, damage, or injury to the student or property of the student resulting from theft, explosion, steam, electrical, gas, water, rain, ice, snow, fire, or other occurrences beyond its control. It is recommended that the student carry personal property (“renter’s”) insurance while living in University housing. No alterations, painting or construction may be done in the accommodation. Students may not contract with or permit any outside provider to perform any maintenance, alteration, or repairs to the University's facilities. Any cost incurred by the University to restore the accommodation or contents to the condition which they were in when made available to the student will be billed to the student. The student will be held liable for any fine or charge from a governmental agency accruing to the University through the student's act or omission.

5. Early Termination of This Agreement

This agreement is valid for the two terms of the academic year. Any student who accepts this agreement and then wishes to cancel it will have ten business days after acceptance to do so without penalty. After ten business days, a $300 fee will be assessed and the student may be held responsible for the full academic year agreement value if the space cannot be reassigned to another eligible person from the wait list for housing. This fee can be waived if you are canceling your contract for: an academic purpose, medical reason, change in family status, or other extenuating circumstance. If the student is suspended, expelled, terminated, withdraws, becomes ETDC, or takes a leave of absence from the University with written consent from the Graduate School, or completes their degree before the end of the term of this contract, the contract shall be terminated with respect to that student in accordance with the Graduate School policies (detailed in the Student Benefit Changes document), and no penalty will be assessed if proper vacate procedures are followed. The student must also notify any remaining roommate(s) in advance as the Housing and Real Estate Services reserves the right to reassign the space or the remaining roommate(s). This agreement is binding for the full period of the agreement. If the student vacates without prior written consent from the Graduate School and/or Housing and Real Estate Services, this agreement shall continue in effect and the student shall be held responsible for all payments owed for the entire term of the agreement.

6. Keys and Electronic Card Access

Card Access No student will be issued a room key or card access unless he or she has signed an agreement for housing. One key is issued to each student. Keys must be returned by the last day of the term of this Agreement or of the student’s use of the accommodations, whichever occurs first. No housing credit will be given unless and until the key is returned regardless of the reason for termination. Any student who loses or fails to return a key will be charged for a lock change. Students will be charged a fee for lost or损坏 service.

7. Acceptance

Normally the student will accept this Agreement by signing or accepting electronically the Graduate Housing/Dining Agreement. This Agreement is accepted in full by the students occupying the room or accepting and retaining the key or card access to the room. Any form of acceptance binds the student to the entire procedures and schedule agreed upon with the Office of Finance and Treasury. Failure to make payments as agreed will subject the student to the University Regulations on Non-Payment, including possible interest charges, suspension, withholding of degrees and witholding of transcripts, and the payment of costs and expenses of collection, including reasonable attorney and collection fees.

8. Dormitory Regulations

Conduct in the accommodations is subject to rules and regulations as set forth in the current edition of Rights, Responsibilities and the Dorm/Annex Policies and Regulations. In addition the University may, from time to time, adopt other rules regulating aspects of life in University housing. Such rules and regulations, and any modifications thereto, are part of this Agreement and will be enforced by the University. Students violating any of the regulations will be subject to University disciplinary action, which may include the imposition of fines by Housing and Real Estate Services. Violations will be considered a material breach of this Agreement by the student and may result in the University terminating this Agreement. Particular attention is drawn to the following:

a. Fire Safety: The University requires all students to comply fully with all University fire safety regulations. The University will inspect the accommodations from time to time to ensure compliance. Smoking is not permitted in any dormitory building. The University candle/incense ban is a total ban in all dormitories and annexes. Candles/incense do not have to show signs of use and/or be out of manufacturer's wrapping to violate this policy. All candles/incense will be confiscated and immediately disposed of.

b. Firearms: The possession, storing, or use on campus of firearms, ammunition, dry explosives, or incendiary devices that might threaten human life are not permitted.
c. **Cooking:** Cooking is permitted only in Annex kitchens and other kitchens located in the Graduate College. Cooking in accommodations without kitchens is strictly prohibited.

d. **Roof Policy:** Entering upon exterior elevated surface of campus buildings (roofs, fire escapes, terrace, balconies, ledges above the first floor, etc.) is prohibited, except in emergencies.

e. **Pets:** Dogs and cats are not permitted in dormitory and Annex housing units. Other small, non-poisonous household pets, which must be humanely housed in cages, bowls or aquariums, may be kept, but only with the permission of the student's roommates and when registered with the Housing Department. Should any pets become a nuisance to others, destructive, violent, or noisy such permission will be revoked by the University, which shall have the sole right to make such a determination.

f. **Painting:** No alterations, painting, or construction may be done in the accommodation.

g. **Furniture:** University issued furniture may not be misappropriated in any way. No student may accept furniture from another dormitory room and no furniture may be removed from a dormitory room. This excludes the mattress which a student can request to be removed.

h. **Assistance Animals:** As described in the University's Service and Assistance Animal Policy, students seeking to have an assistance animal reside in University housing because of a documented disability may make a request to the Office of Disability Services. Students will be required to provide documentation of the qualifying disability, information about how the animal serves as an accommodation for the disability, and information about how the animal relates to the individual's ability to use and enjoy University housing. Requests will be considered on a case-by-case basis.

i. **Small Unmanned Aircraft Systems (sUAS), otherwise known as drones:** The University requires faculty, staff, and students, as well as their visitors, to operate any sUAS in accordance with applicable University policies and state and federal regulations.

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**B. DINING**

1. **Terms of Agreement**

The University agrees to provide meals at specified locations to the student for the academic year (two terms) on academic year serving days commencing with breakfast on the Monday prior to the first day of classes and ending with dinner on the last Friday of the final examination period for the second term. During fall recess, winter recess, intercession, and spring recess, only continental breakfast will be provided for students at the Graduate College. Additional meals may be provided for fall recess, intercession, and spring recess by special agreement and will not be covered by this Agreement. All academic year serving days will be in accordance with the University's academic calendar and are subject to change if the academic calendar should be revised.

2. **Termination or Change**

The student is permitted to decrease the meal plan contract one time each semester. Changes may be made as follows: fall semester - during the third full week of classes; spring semester - during the first week of classes. Students changing their meal plan contract during these periods must do so using the Housing and Real Estate Services web application. After the above periods, this Agreement may be changed or terminated only by withdrawal from the University, or with the permission of the Office of the Dean of the Graduate School for compelling personal reasons. If permission is granted by the Dean's Office, the student must change or terminate this Agreement at Housing and Real Estate Services. Fees may apply. All credits for the meal plan contract will be prorated. No refunds will be issued after April 1. New contracts may be signed at any time throughout the year. Upgrades to a meal plan or the initial selection of a meal plan may be made at any time except for billing blackout periods as determined by the University.

3. **Conditions of Participation**

Meal plans are for the sole use of the contract holder. All food selected in the dining unit must be consumed prior to leaving the dining room. Any removal of food from the dining room will be subject to disciplinary action. The Campus Dining staff reserves the right to inspect packages, coats, bags, etc. that are brought into the dining room. The University reserves the right to change the location and service for special meals. 4. **Required Agreements**

All residents of the Graduate College are required to sign a meal plan contract.

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**C. HOUSE DUES**

1. **Terms of Agreement**

Each Graduate College and Annex resident pays a fee for house dues when signing the contract. The dues enable residents to participate in House Committee functions. A complete refund occurs if the student cancels before September 30. A cancellation between September 30 and January 31 receives a credit for half the amount. Any cancellation after January 31 does not receive a refund of house dues.

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**D. GENERAL CONDITIONS**

1. **Charges and Non-payment**

Responsibility for payment of charges due under this Agreement rests entirely with the student. Payment of charges will be made pursuant to the procedures and schedule agreed upon by the Office of Finance and Treasury. Failure to make payments as agreed will subject the student, under the University Regulations on Non-payment of Fees and Charges, to sanctions, including interest charges, suspensions, withholding of degrees and withholding of transcripts, and the payment of costs and expenses of collection, including reasonable attorney and collection fees.

2. **Exceptions**

Any failure to provide meals or the use of specified accommodations due to acts of God, construction, strikes or threats thereof or due to any causes beyond the control of the University shall not constitute a breach of this Agreement, and the University will not be liable to the student except to the extent of allowing in each such case a prorated reduction in charges for the number of meals not provided or the number of days that accommodations are not provided except that the University in its sole and absolute discretion may instead provide an alternative location for meals and alternative accommodations at no additional cost to the student as it deems necessary or desirable.

3. **Relationship of Parties**

The relationship of the student and the University shall be that of a guest and an innkeeper, respectively, and nothing herein shall be construed to give the student any additional rights including, but not limited to, those of a tenant under a residential lease. The parties specifically agree that this Agreement does not establish a landlord/tenant relationship and is not governed by NJSA 2A:18-61.1 or NJSA 2A:18-53, commonly known as the New Jersey eviction statute.

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4. **Identification**

The University TigerCard is used for access to some student rooms and in the student dining units for meals purchased through dining agreements. The student must present this card to be admitted to meals. It is for the exclusive use of the student to whom it is issued and is non-transferable. Any misuse of the TigerCard including the inappropriate transfer to others for any campus access will subject the owner to disciplinary action. Responsibility for safeguarding and proper use of the card is solely that of its owner. Faulty or damaged cards must be presented to the TigerCard Office for repair or replacement. If this card is lost/stolen or damaged, a replacement fee will be charged in accordance with TigerCard policies and procedures.