THE TRUSTEES OF PRINCETON UNIVERSITY
PRINCETON, NEW JERSEY
Terms and Conditions of Apartment
Occupancy
Graduate Housing
2015-2016

The following Terms and Conditions, together with Rights, Rules, Responsibilities, and the Apartment Policies and Regulations for Graduate Students are incorporated in and made part of this agreement.

1. Eligibility: Personal Use
The University agrees to provide the student with the use of the specified apartment. Use or continued use of any particular space cannot be assured. The University may make changes in assignments of apartments whenever it finds changes to be necessary or in the best interest of the residential community. The student may change apartments only with the prior permission of Housing and Real Estate Services. Space in University apartments 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. Only persons who are regularly enrolled full time students at the University are eligible to occupy University apartments. An eligible student may use the premises only as a home for personal and family use, in accordance with University policy. If family is residing with the student, the student must provide the names of the family members as well as the birth dates of any children residing in the dwelling. While the student is permitted to have a guest for short periods of time, extended visits are not permitted. The length and frequency of visits is contingent upon the consent of all the roommates and the Associate Director for Student Housing. Whenever the eligibility requirement is no longer satisfied, or the University has actual notice that the student no longer resides in the dwelling, the University shall have the right to recover possession as under section 6 (and terminate the contract). In these circumstances, the University may, at its option, provide a grace period to permit relocation, without prejudice to its right to terminate this agreement. In the case of death of the eligible person, a surviving spouse or domestic partner may elect to occupy for the remainder of the academic year in which the death occurred upon written notice to Housing and Real Estate Services.

2. Security Deposit
A security deposit equal to the monthly rate must be received by Housing and Real Estate Services prior to occupancy. These funds will be held in an interest bearing money market deposit account in the student's name. PNC Bank, N.A. 500 1st Avenue, Pittsburgh, PA 15219-3129 is the bank of deposit. The premises will be furnished to the student in a clean condition and must be left in similar condition at the end of the contract term. Any cost incurred by the University to restore the premises substantially to their original condition, above and beyond normal wear and tear, or any costs incurred due to the student's negligence or any unpaid amounts will be deducted from this deposit and amounts in excess of the deposit will be billed to the student. Security deposits shall not be treated as a monthly rate payment and will be retained until after the student vacates the premises. No student will be issued an apartment key unless the security deposit has been collected. Failure to submit a security deposit may result in termination of this agreement.

3. Early Termination of This Contract
This agreement is valid for only the 2015-2016 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. If the student is suspended, withdraws, obtains a leave of absence from the University with prior written consent of the Graduate School, or receives a degree from the University before the end of the term of this agreement, the agreement shall be terminated no later than 30 days after the applicable event and no penalty will be assessed if proper vacate procedures are followed. Students wishing to terminate the agreement due to a change in family status, purchase of a home, or for a medical reason are subject to Housing and Real Estate Services approval prior to being released from the terms of this agreement. In such cases or at the end of the agreement term, the student must give 30 days' written notice to Housing and Real Estate Services. The student must also notify any remaining roommate(s) 30 days in advance. At its sole discretion, the University has the ability to collect the full monthly rate and/or assess the $300 cancellation fee. In addition, Housing and Real Estate Services reserves the right to reallocate the space or the remaining roommate(s). The contract is binding for the full period of the contract. If the student vacates the apartment without prior written consent from Housing and Real Estate Services, this contract shall continue in effect and the student shall be held responsible for all payments owed under the contract for the entire term of the agreement.

4. Temporary Housing
Enrolled students who are away from the University for part of the year may temporarily contract their apartment only to other graduate students or faculty/staff members affiliated with Princeton University. The contract holder may not temporarily contract with undergraduate students. All temporary contracts must be approved by Housing and Real Estate Services and can only be for one term of the academic year or
less at a time. Only students who have an agreement for their apartment for the following year may temporarily contract their unit from May through August. Students who become ineligible for housing during the year, or take a leave of absence from the University are not permitted to temporarily contract their unit for the remainder of that academic year.

5. Charges and Non-Payment
Each student is responsible for the monthly rate and other charges due under this agreement. Payment will be made pursuant to procedures and a schedule agreed upon with the Office of Finance and Treasury. The Treasurer is authorized to deduct amounts due under this agreement from scholarship, salary or other payments made by or through the University unless otherwise agreed in writing. Failure to make payments as agreed will subject the student, under 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 attorney and collection fees.

6. Recovery of Possession
The University may recover possession of the apartment by giving 30 days (or such other time period as is specified below) advance notice in writing under the following conditions:
   a. Termination of eligibility under paragraph 1 above.
   b. If a student fails to pay the monthly rate or other charges when due.
   c. If a student does not comply with the terms of this agreement.
   d. If the University, in its sole discretion, determines to close or renovate the apartment, or re-utilize part or all of a University property for a different purpose or a different segment of its population, then in any such instance, the University would make best efforts to provide at least 90 days’ notice.
   e. If the University finds such action appropriate for reasons of health, safety, or emergency.
   f. If the student is dismissed from the University for disciplinary action.
   g. If the University recovers possession, or at the end of the agreement term, it shall have the right to re-enter and take possession of the apartment and to remove all persons and property at the expense of the student. Upon termination of this agreement, the premises must be vacated of all persons and personal property. Personal property left in the apartment will be treated as abandoned and discarded, and the student(s) will be subject to carting and disposal fees. The apartment and University property shall be left in good order, reasonable wear and tear excepted. The privilege of storing personal property in any other areas within University Housing and Real Estate Services is also terminated when this agreement ends.

7. Vacating
Students who wish to be released from this agreement before June 30 are required to submit a Notice of Intent to Vacate not less than 30 days prior to vacating. Unless renewed or approved for an extension, all apartment residents must vacate no later than June 30. No personal property may be left in the apartment after the agreement end date. The University reserves the right to impose penalties on students who fail to vacate as scheduled or fail to properly follow vacate procedures.

8. Student Responsibilities, Alterations, Maintenance
The University and the student shall cooperate in caring for the apartment. The student shall properly notify the University or for Lakeside residents the management office of damage or need for repair of property. The student must obtain the consent of Housing and Real Estate Services before making alterations or repairs to an apartment. Students may not contract with or permit any outside provider to perform any maintenance, alteration, or repairs to the University's property. The student is responsible for the care of University-owned property and equipment, normal wear and tear excepted. 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. In the event of damage to University owned property or equipment, including damage caused by fire, due to the negligence of the student, the University may restore the property to its original condition at the student's expense. Proceeds from any insurance owned by the student covering such damages shall be paid over to the University for this purpose. The University may repair or replace property or equipment damaged or lost by the student, including replacement of broken glass, at the student's expense.

9. Privacy and Right of Re-Entry
The University respects the privacy of all occupants of University housing but reserves the right to re-enter and take possession of the apartment upon breach of any term of this agreement. The University may enter the apartment during reasonable hours to provide efficient services and maintenance. The University may enter the apartment without notice for the purposes of emergency services, safety and unit condition inspections, or if there is reason to believe that any term or condition of this agreement are being violated. When entering any apartment, the University may be accompanied by any outside party, such as a municipal or state fire or safety inspector.
10. Governmental Regulations
Occupants shall promptly comply with all statutes, ordinances, rules, orders, regulations, and requirements of the federal, state, and city governments applicable to the premises, for the correction, prevention, and abatement of nuisance violations or other grievances, in, upon, or connected with the apartment; and shall also promptly comply with and execute all rules, orders, and regulations of the Board of Fire Underwriters, or any other similar body, for the prevention of fires, and shall do nothing that would increase the fire insurance rates of the University. Any fines or other charges charged to the University due to the actions of any occupants will become the responsibility of the student.

11. Liabilities of the University
The University does not insure and bears no responsibility for loss, damage, or injury to the persons or property of the student resulting from theft, explosion, steam, electrical, gas, water, rain, ice, snow, fire, or other occurrences. In the event of extensive damage, making the apartment uninhabitable, the agreement may be terminated. Although the University will use its best efforts to find other suitable housing for the student, it is not obligated to do so. The University shall not be responsible for failure to provide services, or otherwise to comply with all of the terms and conditions of this agreement, on account of a national emergency, acts of local, state, or federal government, or intervening natural disasters. The student is required to carry and maintain personal property protection ("renter's") insurance while living in University housing. Those with pets must also carry personal liability coverage. The minimum acceptable levels of coverage for 2015-16 are $4,000 in personal property protection for all contract holders and $100,000 in personal liability coverage for those with pets. The University provides information on carriers for such coverage, but does not require the student to procure coverage from any specific vendor. The student must provide proof of coverage each agreement year.

12. Child Protection and Window Guard Option
Pursuant to New Jersey law (NJAC Section 5:10-27), students may have window guards installed in apartments and the public halls by making a written request to Housing and Real Estate Services if (1) a child 10 years of age or younger resides in the apartment or is regularly present and (2) the apartment is above the first floor. Students living on the first floor may only request window guards on windows in public halls above the first floor to which persons in the resident's apartment have access without having to go out of the building. Occupants shall not obstruct or interfere with the installation of the window guards, or remove or otherwise render ineffective such window guards. The occupants will grant access to the apartment to inspect window guards as necessary. Under no circumstances will window guards be installed on any window giving access to a fire escape. The University may, at its option, recoup the costs associated with the installation and inspection of the window guards.

13. Housing and Real Estate Services Regulations
Conduct in the accommodations is subject to rules and regulations as set forth in the current edition of Rights, Rules, Responsibilities and the Apartment Policies and Regulations for Graduate Students. In addition, the student and all occupants are subject to the following regulations:

**a. Aerials:** Written permission from Housing and Real Estate Services must be obtained before putting up a television aerial. Under a 1999 Federal Communications Commission order, you as our resident have a limited right to install a satellite dish or receiving antenna on the premises. The University as a housing owner is allowed to impose reasonable restrictions relating to such installation. You are required to comply with these restrictions as a condition of installing such equipment. The full policy statement and contract addendum containing the restrictions that you and the University agree to follow are available from Housing and Real Estate upon request.

**b. Automobiles:** Cars shall be parked only as directed in marked parking spaces. Students with a housing agreement and other registered occupants are subject to all Princeton University parking regulations. University parking decals are required for all vehicles. Parking in roadways is not permitted.

**c. Fire hazards:** Students shall take every care to prevent fires, and inflammable materials, other than normal household items, shall not be kept anywhere in the apartment or on the premises.

**d. Heating:** Students must obtain permission from Housing and Real Estate Services before using any means of heating other than those provided.

**e. Appliances:** All major appliances must be approved by Housing and Real Estate Services prior to installation.

**f. Signs:** Signs, placards, or banners of any type shall not be displayed.

**g. Storage:** Permission must be obtained from Housing and Real Estate Services to store household property outside the apartment unit or building. No personal property may be kept in hallways, corridors or stairwells.

**h. Fencing:** Students may not erect fences.

**i. Gardens:** Students are not permitted the use of the ground for gardens with the exception of approved gardening areas only.

**j. Pets:** Only students living in designated Lakeside apartment or townhome units or downstairs (ground floor) units in Edwards are permitted to have a cat or dog. Students in all graduate apartment locations may keep pets that can be humanely housed in cages, bowls, or aquariums. All pets may be kept only after registering them with Housing and Real Estate Services by filing a Resident Information Sheet and proof of required levels of personal property protection and liability insurance coverage, detailed above. 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. All pet owners must be in compliance with local animal control ordinances. Any violations of these ordinances will be considered a breach of contract. Pets are not permitted under any other circumstances. In all cases, the roommate(s) must provide consent.
k. Rubbish, garbage, and waste: Students shall dispose of rubbish, garbage, and waste in the proper manner in the interest of health, sanitation and appearance of the apartment and surrounding property, as determined by Housing and Real Estate Services and in compliance with applicable disposal and recycling regulations and local ordinances. Students may not shake, lean, or hang anything, including bedclothes, rugs, and dust cloths, from windows, balconies or on roofs or buildings.

l. Structures: Students are not permitted to construct or place any structure on the grounds without the authorization of Housing and Real Estate Services.

m. Noise: Excessive noise whether caused by the students or their guests is not permitted.

n. Lockouts: A service charge will be assessed for lockouts.

o. Smoking: 1 Lawrence Drive and all the Lakeside Apartments and Townhomes are non-smoking buildings. All smokers must therefore limit their smoking to outside areas, at least 25 feet from the buildings.

p. Furniture: Within furnished apartments and in common areas, furniture may not be misappropriated in any way. No student may accept furniture from another unit and no furniture may be removed from furnished units or from common areas. This excludes the mattress which a student can request to be removed.

q. Assistance Animals: Students seeking to have an assistance animal because of a documented disability may make a request for Special Needs Housing. 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 students ability to use University housing. Requests will be considered on a case-by-case basis.

14. Representatives, Waivers, Notice, Severability
Representatives of the University have not made any promises with respect to the premises or dwellings other than mentioned herein. The failure of the University to enforce any of these terms and conditions shall not be considered as a waiver thereof, but all shall continue in full force and effect. The University reserves the right to change eligibility requirements and to make other such general rules as are necessary for the safety, care, and cleanliness of the premises, and for securing the comfort and convenience of all occupants of University housing. Students agree to accept as sufficient the service of any notice required under the terms of this agreement, a notice delivered personally, electronically, affixed to the door of the apartment, or mailed to the apartment. The unenforceability of any one or more of these terms and conditions shall have no effect on the enforceability of the other terms, and such term or condition will be deemed to have been deleted from the agreement.

15. Keys
No occupant will be issued an apartment key or given card access (where applicable) unless he or she has a signed contract for Housing and Real Estate Services and the security deposit has been collected. The number of keys as required for each individual apartment will be issued by Housing and Real Estate Services. Keys must be returned by the last day of the agreement or of the occupant's use of the apartment, whichever occurs first. Any occupant failing to return a key will be charged for a lock change for security purposes. Failure to return the key or declare the key lost, when one vacates, will incur charges.

16. Utilities
The student will pay the amount of the utilities according to the property location: 1-7 Lawrence: Electric utility only; 8-14 Lawrence: All utilities included; 27/29 Edwards Place: All utilities included; Lakeside: Water, gas, sewer and trash removal are included. Students will receive monthly electric bills and be responsible for promptly making full payment each month. In property locations where applicable, the student is responsible for establishing a billing account and ensuring continuous service with Public Service Electric and Gas (PSE&G). The student is responsible for payment of all utility billings from PSE&G associated with his/her dwelling unit during the term of occupancy. Students shall notify PSE&G of occupancy and vacate dates at least ten days prior to these dates.

17. 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 2A18-61.1 or NJSA 2A:18-53, commonly known as the New Jersey eviction statute.