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. The length and frequency of visits is contingent upon the consent of all the roommates and the Associate Director for Student Housing.

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 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 Housing Department 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 is not responsible for loss, damage or injury to the student's property or person. 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
   The Terms and Conditions of this Agreement are binding for the entire occupancy period. However, under certain circumstances, the University permits the termination of this Agreement, subject to the conditions below.
   a. Cancellation by the Resident: The student who desires to terminate this agreement must notify the Housing Department in writing. The resident will continue to be charged for occupancy until proper notification has been received, the room has been vacated, and the keys have been returned. A student who accepts a contract 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 can be held responsible for the full contract value if the space cannot be reassigned to another eligible person.
   b. Termination by the University: Housing may terminate a contract and repossess the assigned space for any of the reasons listed below. In such event, the student will be responsible for all obligations accrued under this Agreement.
      i. If the residency is revoked by any University disciplinary authority for violation of University rules and regulations.
      ii. If the resident takes a leave of absence, graduates, or withdraws for any reason.
      iii. If the University finds such action appropriate for reasons of health, safety, or emergency.
      iv. If the University terminates this Agreement, the student agrees to vacate the space and return the keys. If a student fails to comply with such procedures, Housing may take related action, including removing any property remaining in the space and changing the locks. The student will be responsible for any related costs in taking these measures.

6. Keys and Electronic 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 lock out 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 student's occupying the room or accepting and retaining the key to the room. Any form of acceptance binds the student to the entire procedures and schedule agreed upon with the Office of the Treasurer (Loans and Receivables). Failure to make payments as agreed will subject the student to University Regulations on Non-Payment, including possible interest charges, suspension, withholding of degrees and withholding of transcripts, and the payment of costs and expenses of collection, including 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, Rules, Responsibilities and the Graduate College/Annex Residential Living Policies Guide which are published annually. 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 will include the imposition of fines by the Housing Office. Violations will be considered a material breach of this Agreement by the student and may result in the University terminating the Housing 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. 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 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 Office. 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.

B. DINING

1. Terms of Agreement
The University agrees to provide meals at specified locations to the student for the academic year (two terms) commencing with breakfast on the Monday prior to the first day of classes and ending with dinner on Friday of the final examination period for the second term. A continental breakfast is provided at all times. This Agreement period does not include fall recess, winter recess, intercession, or spring recess, except a continental breakfast provided during recess periods. Special agreements are available for these periods not covered by this agreement except for winter recess. All scheduled serving days are in accordance with the University's academic calendar and are subject to change if the 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 in the Housing Office in the MacMillan Building. 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 in the Graduate Housing Office. 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 may be made starting with the change week in September.

4. Conditions of Participation
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 Dining Service staff reserves the right to inspect packages, coats, bags, etc. that are brought into the dining unit. The department reserves the right to change the location and service for special meals.

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

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.
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 the Treasurer (Loans and Receivables). 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.

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

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.