

**THE TRUSTEES OF PRINCETON UNIVERSITY
PRINCETON, NEW JERSEY**
Terms and Conditions of Apartment Occupancy

Graduate Housing

2018-2019

The following Terms and Conditions, together with Rights, Rules, Responsibilities, the Apartment Policies and Regulations for Graduate Students, and, for residents of the Lakeside Apartments, the Lakeside Resident Handbook, are incorporated in and made part of the Graduate Housing Agreement (collectively, 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 apartment 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 will be the sole contract holder for a unit and may not share a unit with another student (s). The student must provide the names of the family members as well as the birth dates of any children residing in the unit. 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. 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 this agreement). 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 the apartment 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 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 ETDCC, 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 Graduate School policies (detailed in the Student Benefit Changes Chart), and no penalty will be assessed if proper vacate procedures are followed. Vacates must be filed with Housing and Real Estate Services and occur within the number of days allowed by the Student Benefit Changes Chart. In other circumstances such as students wishing to terminate the agreement due to a change in family status, purchase of a home, or for a medical reason, vacate requests are subject to Housing and Real Estate Services approval prior to being released from the terms of this agreement. In these cases and/or at the end of the agreement term, the student must give 30 days' advance written notice to Housing and Real Estate Services. In all cases the student must also notify any remaining roommate(s) in advance of the vacate date. 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 reassign 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 Contracting

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 or any other person(s) not affiliated with Princeton University. 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 Office of Finance and Treasury 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 reasonable attorney and collection fees.

6. Recovery of Possession

The University may recover possession of the apartment by giving 30 days (or less as defined in section 3 above for vacates as indicated in the Student Benefit Changes Chart; or some 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. (In this 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.

7. Vacating

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 the University is also terminated when this agreement ends. 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 student shall cooperate in caring for the apartment. The student shall properly notify the University (or for Lakeside residents the management office) of any damage or need for repair of the apartment or any other University property (including without limitation all furniture and equipment). The student must obtain the consent of Housing and Real Estate Services before making alterations or repairs to an apartment or any other University property. Students may not contract with or permit any outside provider to perform any maintenance, alteration, or repairs to the apartment or any other University property. The student is responsible for the care of University property, 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 the apartment or any other University property, including damage caused by fire, due to the negligence of the student or the student's guest or visitor, 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 or the student's guest or visitor, 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 beyond its control. The student must cooperate in the renovation/restoration of the dwelling. In the event of extensive damage that makes the apartment uninhabitable (as determined by the University in its sole discretion), this 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. If the student accepts any such housing, the student will be responsible for paying all applicable charges for that housing. 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 the term of this Agreement 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 at the time of renewal.

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 hallways above the first floor to which persons in the resident's apartment have access without having to go out of the building. Students, their families, or guests shall not obstruct or interfere with the installation of the window guards, or remove or otherwise render ineffective such window guards. Students 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, charge the student for 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 below and as set forth in the current edition of Rights, Rules, Responsibilities, the Apartment Policies and Regulations for Graduate Students, and, for residents of the Lakeside Apartments, the Lakeside Resident Handbook. 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 Services 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 apartment or townhome units are permitted to have a cat or dog. Students in all graduate apartment locations may keep small, non-poisonous household 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 or its agent by completing a Pet Agreement and providing proof of required levels of personal property protection and liability insurance coverage as required and 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 state and local laws and ordinance governing licensing, vaccinations, and control. Any violations of these laws or 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 of 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:** All graduate apartments and townhomes are smoke free. 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. Grills:** All grills and smokers are prohibited. Resident is responsible for any injury, loss, or property damage caused by violation of this rule or when use of a community provided grill or grill area result in injury, loss, or property damage.
- r. Bicycles:** Bicycle storage is not permitted in the hallways, stairwells, or anywhere that might block egress. Bicycles should only be kept in designated areas.
- s. Playground/Play Area/Fitness Center:** Parents are responsible for the safety and supervision of children. Children must be accompanied by parents/ guardians at all times in any of these areas.
- t. Waterbeds:** Waterbeds are not permitted in University housing.
- u. Common Areas:** Residents must accompany guests at all times. No persons under the age of 14 will be allowed in recreational/common areas at any time unless accompanied by an adult. Glass containers are prohibited in common areas.
- v. 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.
- w. 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.

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 not included in the monthly rate according to the property location: 1-7 Lawrence: Electric utility not included; 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. At the Lawrence and Edwards Place Apartments where applicable, the student is responsible for establishing a billing account and ensuring continuous service with Public Service Electric and Gas (PSE&G). In these locations, the student is responsible for payment of all utility billings from PSE&G associated with his/her apartment 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 et seq. or NJSA 2A:18-53 et seq., commonly known as the New Jersey eviction laws.

18. Managing Agents and Representatives

The University may exercise its rights under this agreement through its managing agent and other agents and representatives.