

# Fall 2020 - Spring 2021 Housing Terms and Conditions

## PART I – BACKGROUND AND PURPOSE

**Section 1.1. Introduction:** These Housing Terms and Conditions form a legally binding agreement between you and the University and is referred to as the “Agreement”. The term “parties” may be used, and this refers to you and the University. This Agreement outlines the terms and conditions of your residency in your assigned residence hall. The term “residence hall” refers to any traditional dorm, suite or apartment controlled by the University. You will be referred to as a “resident” for purposes of this Agreement. As a resident, you agree to abide by all policies, rules and procedures that are, or may be, established concerning the operation of the residence halls and the use of dining halls or accessing your meal plan (if applicable). Residents are responsible for knowing the policies, rules, and procedures stated in this Agreement and in the [Guide to Residence Life](#). The University reserves the right to make changes to the policies, rules and procedures described herein and in the [Guide to Residence Life](#) during the term of this Agreement and all residents are automatically bound by those changes.

**Section 1.2. Declaration of Intent:** Submitting an application for housing to the University and enrolling in a meal plan (if applicable) means that you accept the terms of this Agreement and that you fully intend to occupy a room within a University residence hall for the full term of the Agreement and abide by the term of your meal plan (if applicable), and that you have considered the financial commitments attached to living on campus for the entire term of this Agreement. If you have questions or concerns about making this decision, we encourage you to contact us before proceeding.

## PART II – HOUSING

**Section 2.1. Eligibility:** You must be a full-time registered resident with no holds on your account with the University to apply for on-campus housing. Residents must be registered and enrolled by the end of their program’s add/drop date for each of the academic programs in order to retain their housing assignments. Residents who are not registered by this time and have not contacted the Residence Life Assignments Office will have their housing cancelled and will be required to vacate within 48 hours, after which time their access cards (if applicable) will be deactivated. Residents with an outstanding balance from a previous year(s) and/or semester(s) will not be able to move into their housing assignment for the academic year.

**Section 2.2. Terms and Room Assignment:** This Agreement is for both fall and spring semesters and/or for a full year if are approved for a full year assignment. Rooms are to be used only by the resident(s) authorized and assigned by the Residence Life Assignments Office and used as living space. Unauthorized transfers will be cancelled; unauthorized occupants will be required to vacate, and the original resident assigned to the room or unit will remain financially responsible for the room or unit and subject to the [Code of Student Conduct](#). The Residence Life Assignments Office will reasonably attempt to accommodate, but cannot guarantee, the resident’s expressed preferences for a specific building or complex or, if applicable, roommate or room type. First-time Assignments are made by date of application, returning residents select their room based on seniority, eligibility for and availability of housing type.

**Section 2.3. Deposit:** A \$200 non-refundable housing deposit (payable to Rutgers, the State University of New Jersey) is required from all newly admitted Fall 2020 residents at the time the application is

submitted. This deposit will be credited to the Spring semester room fee. Deposits are not required for Spring 2021 applicants. The \$200 housing deposit may be waived (for undergraduate residents only) if the financial assistance awarded to you is equal to, or exceeds, the total cost of housing, dining, tuition, and resident fees or if accepted into the EOF Program. Anyone qualifying as a recipient of full financial aid should complete the application and return it with proof of the Financial Aid award or EOF acceptance letter. Cancellation fees, if assessed, will **NOT** be waived.

**Section 2.4. Meal Plans:** All residents of Woodward Hall and all other First Year undergraduate residents assigned to live in any space on campus are required to have a full board plan. Information regarding meal plans will be sent out with assignment information.

**Section 2.5. Residence Fees Refunds:** A resident who voluntarily withdraws from the University or who is not registered for classes on a full-time basis may be required to leave University housing, and will receive a pro-rated refund of room and board fees through the ninth week of classes. Furthermore, the above resident will be responsible for a \$500 cancellation fee. The University reserves the right to place additional housing charges upon the resident (who has withdrawn from the university) if he or she later re-registers for classes during the same academic year. After the ninth week of classes, residents who withdraw will be required to vacate housing, but no refund given. If charges have not yet been paid, a hold will be placed on the resident's records until payment is made in accordance with the University Hold Policy.

Residents who are evicted from housing for disciplinary reasons, or who have been suspended or expelled from the University may not receive a refund of any housing or dining fees. Further, the resident evicted at any time from housing for judicial reasons will be held responsible for the full cost of their housing for the remainder of the agreement period. Release from a residence agreement under any other circumstances will be made only at the University's discretion. In such instances, the refunds will be made based on the specific circumstances of the case. Details of the process may be obtained at the Housing Office.

**Section 2.6. Deadline for Formal Check-In:** You must claim your assignment by formally checking in as instructed in your assignment letter by 5:00PM on the assigned check-in day. All unclaimed room assignments may be cancelled and reassigned to residents on the waiting list. If you cannot meet this date and time, an extension can be obtained from the Housing Office. The resident needing the extension for check-in will need to issue an extension request in writing via email before the formal check-in time.

**Section 2.7. Reassignments and Evictions:** The Office of Housing & Residence Life reserves the right to reassign, suspend, or terminate a residence agreement when appropriate staff members or committees recommend such action. All residents whose assignments are terminated by a withdrawal from the University, a release, or an academic dismissal may be required to vacate the facilities within forty-eight (48) hours. Residents who are asked to leave housing for any academic reason before the ninth week of the semester will need to pay a \$500 cancellation fee, and the resident will be pro-rated for all housing costs effective the day of your vacating the assignment. Residents suspended or expelled for disciplinary reasons may be evicted immediately, or with twenty-four-hour notice. Again, any resident removed from housing due to judicial reasons will **not receive a refund** for housing costs for the remainder of the housing agreement. The Housing I.D sticker and keys to the vacated assignment must be returned to the Residence Life Staff Office no later than 24 hours after the resident vacates the facility.

**Section 2.8. Cancellation:** All signed Agreements are considered final and cancellations are not permitted except for the following reasons: (i) graduation; (ii) withdrawal from the University; (iii) academic dismissal; (iv) enrolling and participating in a University approved study abroad program; (v) active military induction; (vi) death of an immediate family member/guardian, (vii) long term hospitalization of the resident, or (viii) in special circumstances at the discretion of the Assistant Director of Housing Administration in consultation with the Assistant Dean of Residence Life or designee upon written request from a resident when there is a material change in the resident's health/safety or disability status. If a resident vacates a room without obtaining written approval of a cancellation request from the Assistant Director of Housing Administration, the resident will remain financially responsible for the room. Except as stated above, cancellations will not be allowed under any circumstance after the first two weeks of the fall and spring semesters.

**Section 2.9. Damage:** Residents have individual financial responsibility for damage to University property in their assigned room/suite/apartment and a shared group responsibility for damage to University property in the residence hall which houses their room, suite or apartment, access to which is controlled by keys/cards. The financial assessment to the resident will be the cost to fix any such damage, as determined by the Campus Facilities Director and/or the Assistant Dean of Residence Life. Damage charges will be directly posted to your account. You may be charged for individual, group, and common area damages based on the facts involved when damage occurs. The University reserves the right to enter any residence hall premises to investigate damage. For further explanation/clarification, refer to the [Guide to Residence Life](#).

**Section 2.10. Standard Regulations:** All residents are required to review and observe local, state and federal law, University policies and the policies, rules and procedures specified in the [Guide to Residence Life](#), and all other published rules affecting your status with the university, specifically including the Rutgers University [Code of Student Conduct](#) as published at <http://studentconduct.rutgers.edu/student-conduct-processes/university-code-of-student-conduct/>, and any other posted housing rules established by University officials and/or housing resident governing bodies. You agree to conduct yourself in such a manner as to allow other residents the quiet enjoyment of the residence halls and dining facilities and to avoid causing excessive noise and/or disruptive behavior, and you understand that you may be required to provide and use earphones or to remove stereos or musical instruments from the room if the use of such equipment is causing a disturbance. Residence Life reserves the right to reassign, consolidate, suspend, cancel, or terminate this Agreement in its reasonable discretion, including when such action is recommended by appropriate staff members or committees. When a vacancy occurs, a resident may not discourage another student from being assigned to that vacancy through harassment, abuse, noise, or similar reasons or the resident may face disciplinary action including reassignment or removal from university housing. All residents whose housing assignment is cancelled or terminated for any of the reasons listed in the Section 2.8 above, must vacate the facilities within forty-eight hours or immediately if instructed to do so by the Director of Residence Life. Keys to the vacated assignment must be returned to the applicable Residence Life Staff Office pursuant to Section 2.19 below. Failure to return the keys and vacate the facilities will result in a lock change (at the resident's expense) and/or subject the resident to full occupancy fees or other penalties or charges. Further, in cases where a resident fails to vacate the facilities after losing eligibility for housing, the University reserves the right, without any further notice or warning to the resident, to change the locks and remove the resident and the resident's personal belongings. The resident will be

responsible for the storage costs for the resident's personal belongings and will have to make arrangements to retrieve the resident's personal belongings.

**Section 2.11. Moving Out:** Subject to Section 2.14 and the Special Addenda below, residents must move out within 24 hours of their last exam or the closing time designated by Residence Life, whichever comes first.

**Section 2.12. Prohibited Items:** Residents are prohibited from having certain items within the residence halls. For a list of prohibited items visit the [Guide to Residence Life](#).

**Section 2.13. Smoking:** Smoking and vaping are prohibited in all areas of all residence halls and 25 feet from any residence hall entry or exit.

**Section 2.14. Violations:** Cited violations result in fines and disciplinary action up to and including removal from a residence hall.

**Section 2.15. Guest Policy:** Subject to special policies or interim measures that may be declared in the interest of public health or other reasons deemed necessary by the University, including the prohibition of all guests for a specified period, guests may be allowed to use residence facilities within the guidelines that are posted in the [Guide to Residence Life](#).

**Section 2.16. Payments:** Housing charges are payable in the same manner as tuition and other fees. It is a resident's responsibility to view their accounts online. All residents are responsible for complying with the [Financial Responsibility Statement](#).

**Section 2.17. Changes in Assignment:** Requests for changes in housing assignments may result in additional charges or credits on a resident's term bill, due to differing housing rates. Any resident who wishes to be reassigned to a new room should discuss the request with the Residence Life Assignments Office 973-353-1037 or [housing@newark.rutgers.edu](mailto:housing@newark.rutgers.edu).

**Section 2.18. Room Changes:** A resident relocating to another room due to standard room change, priority room change, or relocation to a newly contracted space must vacate the resident's current room and return their old keys within 48 hours of picking up keys to the resident's newly assigned space. Failure to remove all belongings from the your previously assigned room and return the key to the applicable Residence Life Staff Office will result in a lock change charge being applied to your account as well as any additional charges associated with disposing of items left behind in the room.

**Section 2.19. Keys:** You are responsible for the key to your assigned room. You further agree not to have or allow the key to be duplicated and not to transfer the use of the key.

- a. You should immediately report loss or theft of the assigned room key to the applicable Residence Life Staff Resident Office, and agree to pay the charges for changing the cores of all locks on doors affected by the loss.
- b. If leaving your residence assignment, due to personal choice or administrative mandate, you must return the assigned room key to the applicable Residence Life Staff Office and you agree to pay the charges for changing the cores of all locks on doors affected by the loss.

**Section 2.20. Identification Cards:** In many cases, your identification card can be used as an access card into your residence hall or other university housing building. Lost or stolen identification cards should be deactivated online and reported to the ID Card Office.

**Section 2.21. Room Entry and Inspections:**

- 1) The University affirms its respect for each resident's right to privacy in their room and agrees to provide at least 24 hours' notice prior to making inspections for damage and/or cleanliness. Notwithstanding the prior sentence to the contrary, the University reserves the right to enter a resident's room without giving advance notice if an officer or employee of the University in their official capacity determines that the safety or wellbeing of the resident or other residents is or is believed to be in jeopardy or in an emergency.
- 2) The University regards room entry for the purpose of improvements, maintenance, cleaning, and recovery of unauthorized University-owned property, and fire, health and safety inspections as necessary for the health and general welfare of all residents, and the resident agreed to and authorizes entry for these purposes.
- 3) A resident's request for maintenance service will constitute authorization to enter the resident's room.
- 4) Except as otherwise indicated in this section, the University agrees that entry without notice will be made only in emergencies and when needed to protect or ensure protection of health, safety, or property.

**Section 2.22. Liability:** The University does not assume responsibility for any resident, resident's guest(s), or other person's losses or injuries, including, but not limited to the loss of money or valuables, the loss of or damage to property, the cost of replacement for such losses, or injuries, personal or otherwise, sustained on or about the residence hall (and Dining Services) premises. The University recommends that the resident contact their personal insurance carrier concerning the availability of protections against such losses and injuries.

**Section 2.23. Natural Disasters, Medical Crises or Epidemics/Pandemics and Force Majeure:** If either party is prevented from, or delayed in, completing performance of any or all of its obligations in this Agreement (other than payment of Housing Fee) due to a natural disaster (such as but not limited to hurricane, tornado, flood, earthquake, forest fire), an epidemic or pandemic or the responses from governmental agencies thereto including but not limited to mandatory quarantine or travel restrictions, or because of strikes, labor shortages, social unrest or disobedience, violence or war beyond the party's control, the party will be excused from performance during the period of such disruption and any reasonable period needed to resume performance safely after the disruption has ended.

## **SPECIAL ADDENDA FOR FALL 2020/SPRING 2021**

**Addenda Section 1.1. Important Notice:** An inherent risk of exposure to the SARS-CoV-2 coronavirus and the disease it can trigger, COVID-19, exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. According to the Centers for Disease Control and Prevention (CDC), senior citizens and those with underlying medical conditions are especially vulnerable. By entering and residing in a University residence hall, you voluntarily assume all risks related to COVID-19. Housing will continue to implement and modify its cleaning protocols as mandated by federal or state directives and as suggested by the Centers for Disease Control and Prevention in the interest of minimizing spread of the disease. To the extent it is reasonably practicable,

Residence Life will educate and inform residents on appropriate cleaning protocols within their assigned spaces to reduce the spread of disease within residence halls.

**Addenda Section 1.2. Hold Harmless:** You agree to release the University, its agents, and employees from any and all damages, liability, claims, expenses, or loss (collectively, “Claims”) resulting from or arising out of your use of space within a University residence hall, including those related to the potential exposure to contagious viruses like the SARS-CoV-2 coronavirus, and to indemnify and hold harmless the University, its agents, and employees from any Claims resulting from or arising out of your breach of the terms and conditions of this Agreement. You understand that by residing in a University residence hall, you are assuming the risks associated with communal living and, as in any shared living environment, those risks include potential exposure to communicable diseases, including but not limited to the SARS-CoV-2 coronavirus.

**Addenda Section 2.1. Special COVID-19 and Public Health-Informed Policies:** The University aims to deliver its mission while protecting the health and safety of our residents and minimizing the potential spread of disease within our community. As a resident within a University residence hall, COVID-19 will impact your housing experience as the University continues to make public health-informed decisions. The following policies and guidelines are incorporated into this Agreement and are applicable to all residents. As always, to the extent it is reasonably practicable, we will endeavor to update you with timely information about specific health and safety guidance important for our residents.

**Addenda Section 2.2. Interim No Guests Policy:** Guests are defined as anyone not residing within your specific residence hall. Residents permitted to live on campus may not allow or invite guests into their residence hall. Only currently authorized residents of your specific residence hall may enter your residence hall. The suspension of the traditional guest policy will be reviewed as the year progresses; when the interim policy is lifted and returned to the existing it will be communicated to residents and revised on the [Residence Life](#) website.

**Addenda Section 2.3. Health and Safety:** All members of the Rutgers community — residents, staff, and visitors — are required to act in a manner that demonstrates respect and consideration for those around them, including respect and consideration for the health and safety of all community members. All residents are prohibited from creating a health or safety hazard within residence halls and the University may request or require a resident to leave on-campus housing on a temporary or permanent basis if the University reasonably concludes that their continued presence in the housing community poses a health or safety risk for community members. Residents are required to comply with health and safety laws, orders, ordinances, regulations and health and safety guidance adopted by the University as it relates to public health crises. This guidance will evolve as the public health crisis evolves and may include, but is not limited to, social distancing, limitations on public gatherings, wearing a face covering in public spaces within the residence halls, diagnostic and surveillance testing (including before or upon arrival to campus), contact tracing, disinfection protocols, limitations and/or restrictions on guests in the residence halls, and quarantine / isolation / separation requirements (including before or upon arrival to campus). Adherence to any health and safety requirements that the University reasonably deems appropriate applies to all residents, staff, guests and visitors and extends to all aspects of residential living, including bedrooms, bathrooms, apartment kitchens, living rooms, community kitchens, lounges, computer rooms, courtyards and other common spaces.

**Addenda Section 2.4. Quarantine / Isolation / Separation:** At any time, the University may request or require a resident to leave their assigned space when the University reasonably concludes that resident’s continued presence in the housing community poses an actual or potential health or safety

risk for community members. Residents are required to comply with requests from Residence Life to leave their assigned space due to exposure to COVID-19 or other public health emergency and failure to do so is a violation of this Agreement and may subject a resident to emergency removal from their assigned space. When at all possible, the resident should return to their home. A resident recommended to self-quarantine or self-isolate may not be permitted to continue residing in their residential space and will be provided alternative housing arrangements to the extent available. Removal from one's existing assignment to isolate or quarantine does not constitute a termination of this Agreement.

**Addenda Section 2.5. De-Densifying Efforts:** Residents are required to comply with any de-densifying efforts needed on campus due to COVID-19 or other public health emergency, including, but not limited to, the relocation of all or some residents to alternative housing. Relocation does not constitute a termination of a resident's housing contract. In the event Residence Life must relocate residents as part of a de-densifying strategy due to public health concerns for an extended period of time and alternative housing is not available, the University may offer impacted residents fair and reasonable reimbursement as appropriate and based on information available at that time and provided that the resident has removed their belongings and returned their key to the applicable Residence Life Staff Office.

**Addenda Section 2.6. Termination:** Upon reasonable notice, the University reserves the right to terminate the Agreement due to public health emergency needs, including COVID-19. In the event the University terminates the Agreement due to public health concerns, the University may offer fair and reasonable reimbursements for impacted residents as appropriate and based on information available at that time and provided that the resident has removed their belongings and returned their key to the applicable Residence Life Staff Office.