

William Paterson University
RESIDENCE HALL CONTRACT TERMS AND CONDITIONS

1. This contract becomes effective upon acceptance by William Paterson University (hereinafter referred to as "University") and the student occupant. It is to be understood that the terms and conditions are for an entire academic year (2 semesters), unless this contract begins with the spring semester.
 - a. Students acknowledge that University housing does not constitute nor is intended to be a full-time permanent residence.
2. The University's official means of communication is through University e-mail account provided to students. Students are responsible for all information sent to the University e-mail account and are expected to regularly check this account.
3. Students requesting to enter into this contract must submit a non-refundable \$150.00 USD housing deposit. Once an application is submitted and notice of acceptance is provided by the University, \$70.00 of this is retained as a security deposit for damages and \$80.00 is applied as a credit to a semester's housing charges. Cancellation requests are subject to the terms of this contract and housing deposits are not typically refunded.
4. Students residing in the residence halls must be an enrolled, full-time, student at William Paterson University and in compliance with all local, state, and federal laws and regulations deemed relevant by the University. Other persons may be housed in University housing at the sole discretion of the University.
5. The student occupant agrees to acquaint himself/herself with and to abide by all residence hall rules and guidelines as set forth in the Student Handbook, the Residence Life Handbook, and University policies and guidelines with respect to maintenance and use of the residence halls and living conditions relating thereto. The University reserves the right to introduce during the term of this contract reasonable rules, regulations, or policies not previously included in the aforementioned documents when deemed necessary to provide for the welfare of the residence hall community and to protect University property. Any updates made in this fashion will be officially communicated to students.

The student occupant understands that the University may take appropriate action for conduct which is found by the University to be in violation of such rules and regulations, or which is otherwise detrimental to the welfare of the residence hall and/or University community. Such appropriate action may include assessing fines and/or penalties and dismissal from the residence halls. Disciplinary files maintained by the Office of Student Conduct are cumulative in nature and confidential.
6. The student occupant is responsible for promptly notifying the Department of Residence Life of any change in name, home address, telephone number, academic status, including a reduction of course load lower than full-time, physical condition, housing preferences, or any other item which may bear upon the student occupant's eligibility for or status of their housing assignment.
 - a. Withdrawal or leave of absence from the University will require the student occupant to vacate their assigned room within 24 hours, and they must re-apply to the University should they seek housing again.
7. A student occupant 18 years of age or older will be held personally liable for all charges, fines, and/or penalties which accrue under the terms of this Contract

For a student occupant under 18 years of age, the University will accept and agree to this Contract only upon the condition that a parent or guardian personally guarantees payment of all established charges and any other charges, fines, and/or penalties which accrue under the terms of this Contract.
8. The full Academic Year room payment is payable in two installments; one half of the total cost is due and payable prior to the beginning of each semester.
 - a. The room payment charged is for a specific semester and specifies dates when classes are in session, and does not include Thanksgiving, winter and spring break periods. The University may charge students an additional fee for requests to remain in a student's assignment during periods when the University is closed. Students are requested to leave the residence halls during break periods. Any students providing a need to stay will be reviewed by Residence Life, and are subject to availability in specific buildings.
9. The student occupant must verify the acceptance of the room assignment by following the check-in procedures established by the University. Failure of the student occupant to check into the assigned room within 48 hours of the halls opening may lead to cancellation of this contract by the University and forfeiture of application fees/damage deposits.
10. The student occupant is required to have health and accident insurance coverage while in residence. The student occupant must be able to furnish appropriate proof of such insurance coverage upon demand by the University.
11. Students assigned to a residence hall space with no kitchen facility in the assigned unit must purchase an approved meal plan through the University in accordance with applicable policies.
12. The University shall accept no responsibility for theft or other loss of money, valuables, or personal effects of the student occupant due to, but not limited to, fire, smoke, or water damage. Abandoned items are discarded or become the property of the University.
13. During the period the student occupant is in residence, all illnesses requiring medical care must be reported immediately to the University Health Services staff. For public health reasons, the University Health Services staff may advise the Department of Residence Life and/or other appropriate persons of the student occupant's illness.
14. If a student occupant is 18 years of age or older, he/she is liable for all medical and related expenses. If a student occupant is under 18 years of age, their parent or guardian is responsible for all medical and related expenses.
15. In the event a student occupant becomes physically or psychologically ill, the University reserves the right to suspend their occupancy until the University is satisfied that their illness will not pose any threat to the welfare of the residence hall and/or University community.
16. The University retains the option to temporarily suspend a student's occupancy due to involvement in any University infraction deemed severe, pending adjudication of any charges.
17. Residence halls may be occupied only by assignment by the Department of Residence Life. Any exchange, transfer, and or vacating of the assigned premises of the residence halls must be approved by the Department of Residence Life.

The student occupant shall not permit persons to share the premises, nor shall he/she keep roomers, boarders, or children in the premises to which he/she has been assigned. Unauthorized changes will be voided and disciplinary action may be taken. Apartments/doubles/triples must stay as assigned, and no alteration of the room, its furnishings or the re-structuring of living/bedroom areas will be permitted.

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18. The University will endeavor to assign students to a space which meets a student's preference(s) but cannot guarantee that students will receive a specific building, room, room-type, or roommate assignment, nor can the University guarantee that a specific building, room, room type, price-point, roommate assignment, amenity, or feature is available at the submission of an application.

19. If a student occupant has a need for accommodation related to a medical condition or disability, the student occupant will need to provide supporting documentation consistent with University procedure for review and determination of the most appropriate accommodation to meet the student's needs. The University will provide reasonable accommodations based on availability at the time of the approval consistent with applicable law.

It is understood that failure to provide documentation in a timely manner may limit the University's ability to provide accommodation.

20. No animals or pets are permitted in any of the residence halls except as noted below.

a. Animals which are serving in a service or emotional support capacity may be approved and permitted access to a particular residence hall(s) within University policies and procedures.

b. All students living in the residence halls agree to accept the presence of such an animal except where the student has a medical or other condition, which makes the presence of the animal in their living space incompatible with their own health. In such cases, the student occupant will provide supporting documentation to validate that condition and will comply with University policies governing such service or emotional support.

21. The University reserves the right to assign a Student, assign roommates, consolidate vacancies, and change the assignment of a Student, or occupants as necessary during the period of occupancy without the consent of the occupants.

22. The University has a Package Inspection Policy whereby Residence Life staff members may inspect large, bulky packages, coolers, boxes, etc., when a staff member has probable cause to suspect that prohibited items are being transported into a residence hall. Students found in violation of the Package Inspection Policy will face disciplinary action.

23. The University reserves the right to enter a student's residence hall room for administrative, safety, and regulatory purposes. Entry into a student's room may be made only with their consent, except for the following:

a. University officials functioning in their official capacity may enter a student's room for administrative purposes, such as emergency evaluation, safety inspections, facility repairs, housekeeping and extermination. University officials may enter a Student's room after the official has knocked and announced themselves and their purpose.

b. At closing times as stated by University Closing Notices.

c. When Student's housing contract has been deemed abandoned.

d. University officials functioning in their official capacity are entitled to enter a student's room and to make appropriate search without the student's consent when there is clear evidence or strong suspicion of an emergency which warrants immediate entry such as the presence of smoke, fire, flooding, screams for help or danger to others that would demand immediate entry. The University reserves the right to evacuate and close the residence halls in the event of an emergency (i.e. fire, water main break, power failure, etc.).

e. When there exists reasonable cause to believe that a crime or infraction of residence halls' rules or regulation is being committed, entry may be made without the consent of the occupant only upon authorization by the Director of Residence Life, Residence Life professional staff, or the Dean of Students.

f. ENTRY INTO A ROOM WILL ALSO BE MADE FOR AN ANNOUNCED INSPECTION OF ALL ROOMS TWICE EACH SEMESTER FOR THE PURPOSE OF INVENTORY AND APPRAISAL.

24. The University agrees to provide electricity, water, and refuse disposal services. The University is not liable for the failure to provide these services when such failure is caused by conditions beyond the control of the University.

Normal charges for these utility services are included in the housing rate. The University reserves the right to levy reasonable surcharges during the term of this contract should circumstances warrant such action. Documentation to support any of these surcharges will be available in the office of the Department of Residence Life.

25. At the end of each semester, students must return keys and check out according to the guidelines set up by Residence Life. The University has the expectation that students will check out 24 hours after their last final exam for the semester.

26. Refund Schedule: Cancellation of this contract by the student occupant after acceptance by the University is effectuated only by receipt of written notice of cancellation by the Department of Residence Life. Upon cancellation of this contract by the student occupant, the student occupant will forfeit their entire room application/damage deposit, and the student will also be subjected to penalty charges as stated below. The student occupant may be eligible for a refund of room rent pursuant to the following refund schedule, subject, however, to other provisions in or of this contract. Students who are financial aid recipients are subject to federal government guidelines regarding refunds. Students are required to vacate University housing and cease using University dining facilities after he/she withdraws or drops out, or be held liable for room and board charges beyond his or her last date of attendance. The date the Department of Residence Life receives written notice of cancellation is the official cancellation date.

a. If a student is academically dismissed from the University, the student occupant must withdraw from housing in writing to the Department of Residence Life and the same refund schedule will apply.

b. A student occupant whose classes are dropped due to non-payment on their account will be charged a pro-ration of room and meals from the start of the semester through the week that the move-out occurs.

c. A student occupant who is released from housing due to no active enrollment will be charged a pro-ration of room and meals from the start of the semester through the week that the move-out occurs.

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d. Refund schedule:

- i. Specific dates are on the Residence Life web page. If the cancellation date is prior to the official move-in day for a given semester, the occupant is entitled to a refund of room rent equal to 100% of the room rent paid.
- ii. If the cancellation date is after move-in but before or on the first Thursday of the first week of classes, the student occupant is entitled to a refund of room rent equal to 90% of the room rent paid.
- iii. If the cancellation date is after the first week of classes yet prior to the end of the first third of a given semester, the student occupant is entitled to a refund of room rent equal to 50% of the room rent paid.
- iv. If the cancellation date after the first third of a given semester, the student occupant is not entitled to any refund of the room rent and is liable for the entire semester's room rent.
- v. The specific dates for this schedule are made available on the Residence Life web page at the start of each semester.

27. Refund Schedule for Students Evicted from Housing: The University reserves the right to terminate this contract by written notice and evict from occupancy any student who fails to comply with the terms and conditions of this contract. A student occupant who is evicted will automatically forfeit their room application/damage deposit and will be liable for room rent pursuant to the following refund schedule, subject, however, to other provisions in the contract. Students who are financial aid recipients are subject to federal government guidelines regarding refunds. Students are required to vacate University housing and cease using University dining facility after he/she withdraws, or drops out, or be held liable for room and board charges beyond his or her last date of attendance. In judicial matters or separation from the University, the judicial outcome date for the eviction of the student is the official date used for calculating any refund due the student after release from housing.

a. Refund Schedule:

- i. If the judicial outcome date is prior to move-in day for a given semester, the student occupant is entitled to a refund of room rent equal to 100% of room rent paid.
- ii. If the judicial outcome date is after the official move-in day yet prior to the end of the first third of a given semester, the student occupant is entitled to no more than a 50% refund of the room rent paid.
- iii. If the judicial outcome date is after the first third of a given semester, the student occupant is not entitled to any refund of room rent and is liable for the entire semester's room rent.
- iv. The specific dates for this schedule are made available on the Residence Life web page at the start of each semester.

28. The student occupant is liable for all damages or loss which occur to or in the premises assigned to him/her or to any furnishings therein. Each student occupant is, with the other residents, jointly responsible for and may be charged a pro-rated share of the cost for whatever damages or loss may occur from any cause to the public and semi-public areas in the residence halls. Under such circumstances, the University's assessment is conclusive. Documentation of any costs assessed will be available from Residence Life.
29. The student occupant may not repair or make alterations to the premises without the permission of the Department of Residence Life. Common area furniture and equipment may not be placed in individual student rooms or be relocated to other areas.
30. The student occupant's room damage fee account must be maintained at \$70.00 at all times. When damage charges or other charges, fines or penalties are assessed against this account, the student occupant must within three (3) weeks after notice pay into their account sufficient money to bring their account to \$70.00. Failure to reimburse this account may result in additional disciplinary action.
31. The student occupant must submit an application for on-campus residence hall housing for each upcoming academic year. The University reserves the right to not accept an application and does not renew student contracts for future academic terms.
32. If any term or provision of this Contract is adjudicated to be invalid or unconstitutional, only that term or provision fails, and the remaining terms and conditions are valid and enforceable.
33. This contract has been agreed to electronically by the student occupant online via submission of the housing application and submission of a digital signature. The submission of this application and acceptance of the application by submission of a digital signature by the student occupant constitutes the student occupant's electronic signature. The student occupant agrees that this electronic signature is the legal equivalent of a written signature and the student occupant agrees to be legally bound by the terms and conditions of this contract in the same manner as if it had been signed in writing.