



## **Residence Hall and Dining Service Contract - Spring 2021**

I, the undersigned, hereby contract for a residence hall room space as a \*Bachelor degree-seeking, matriculated and registered undergraduate student at The College of New Jersey. The Residence Hall and Dining Service Contract is in effect for the Spring 2021 semester or remaining portion thereof. This contract is subject to the following terms and provisions which supersede any published previously.

1. The College will agree to provide for space based on availability to eligible students who are at least 16 years of age at the time of moving into a residence hall room space. For those under 18, signature of a parent or guardian is required guaranteeing payment of established charges for the term of the contract.
2. Occupancy shall be available to all matriculated and registered undergraduate students. However, if space is limited, housing priority consideration will be provided to first year students, seniors, students in programs that require housing and out-of-state residents. Additional consideration will be provided to students who need to be on campus for in person classes and athletic participation. All residential students are required to be registered full time.
3. Occupancy shall be subject to all rules and regulations of The College, including those in Residential Expectations: Behavioral Expectations and Regulations, Shared Living Agreements and additional health and safety policies implemented as a result of the COVID-19 public health emergency.
4. Residence halls are closed during semester break and other College closings. Residents are required to vacate the residence halls during the break periods. Dates and times that residence halls will be closed are available online. It is the responsibility of the student to notify the College immediately if they have an emergency need for housing during any College closure.
5. In order to maintain health, safety, and maintenance of standards, The College reserves the right to inspect student rooms and furnishings at any time. The College will give residents reasonable notice of inspection when possible, but reserves the right of inspection without notice in situations constituting a health or safety emergency.
6. The College accepts no responsibility for damage, theft or loss of money, valuables or personal effects of the student. Residents are encouraged to confirm that their property is covered by their family's homeowners insurance and/or purchase personal property insurance.
7. The assignment or reassignment of rooms and roommates is an administrative decision of The College. The College has the right to assign a resident to any existing vacancy on campus at any time.

8. The resident shall be responsible for the room and applicable board charges for the entire semester or remaining portion thereof. Residents interested in a release from the housing contract must request approval from Housing. Students who are released from their contract may be subject to a contract release fee for breaking the contract. The [fee schedule](#) is available on [housing.tcnj.edu](http://housing.tcnj.edu) under the financial tab.
9. Residents who withdraw, take a leave of absence from the College or are released from the room and board program during the semester must vacate the assigned room within 24 hours of being notified. Extensions may be granted at the discretion of Residential Education and Housing professional staff. A resident who is released by the end of the third week of classes will receive a refund of the room portion of the room and board program of approximately 75%; by the end of the fifth week of classes 50%; and 0% after the fifth week of classes.
10. Residents who leave The College or are released from the room and board programs during a semester will be charged board at the following rates, dependent upon meal plan program selection:
  - *A La Carte*: Students who select the A La Carte program will be refunded based upon the actual usage of their meal plan points. All points unused upon departure from residence past the close of a semester are non-refundable. *Meals per Week*: Students who select the Meals per Week program will be refunded at a weekly rate for each week not in residence after release. The points will be refunded based upon the actual usage of their meal plan points. All points unused upon departure from residence past the close of a semester are non-refundable.
11. All residents will be held responsible for and billed for defacement or damage to the room, common areas and furnishings for which he or she contracts. All residents are responsible for certifying the condition of their room and reporting any damages to Residential Education and Housing via the Room Condition Report within 5 days of receiving their room keys.
12. Billing is done on a semester basis. Room and board charges which are not paid after sufficient billings will be subject to referral for collection. All unpaid bills are carried as outstanding debts and must be cleared to process both a student's registration and transcripts. The collection of room and board fees is pursuant to College procedures as outlined by the Office of Student Accounts.
13. A meal plan is required for all residential students. First and second year students must select from any of the Meals per Week Plans while students who are at least in their third year of college must select from the Meals per Week or A La Carte Plans. Residential students of Phelps and Hausdoerffer who are at least in their third year of college are also eligible for the Apartment Plan. Meal points must be used by the end of the spring semester or otherwise forfeited.
14. Spring 2021 room and board rates can be found on the Tuition and Fees tab of the Student Accounts webpage.
15. The College reserves the right to take appropriate action against a resident, including an interim removal from the residence halls or the termination of this agreement, if a resident violates College rules or is otherwise a detriment to his/her safety or to the

welfare of the residence hall environment. Any student removed from housing shall not be entitled to any refund of housing or meal plan payments.

16. Students are required to remove all personal property and furnishings (e.g., couches, chairs, rugs, electrical appliances) from their room/apartment prior to check-out. Items that remain become the property of The College and will be removed. Residents may be assessed a labor charge for the removal and disposal of all personal items remaining after checkout. Students are strongly encouraged to remove all items of value from their rooms/apartments during semester break periods.
17. The College may terminate this agreement by written notice if the student fails to comply with the agreement. The student remains liable for room and board charges for the semester unless released from this agreement by the Department of Residential Education and Housing.

### **COVID-19 Related Provisions for Spring 2021**

As you know, we are living in unique and unprecedented times. The College of New Jersey holds as paramount the health, safety and welfare of our community. Yet, we all must acknowledge that we cannot guarantee a COVID-19 free environment and it would be disingenuous to suggest otherwise. Taking steps to reduce the risk of COVID-19 is the shared responsibility of every member of our community. Therefore, as The College of New Jersey prepares for the return of residential students for spring 2021, we know changes will be required to follow health and safety standards and guidance for community living due to COVID-19. Acknowledging these changes to the traditional TCNJ residential experience, we are issuing these additional measures to provide students with greater detail about these shared obligations, what they may expect and how changes may impact their residential experience in the coming year. Please take the time to carefully review each item.

#### **18. Health and Safety**

- The Student acknowledges the inherent elevated risk associated with living in a community environment and the Student's shared obligation to prioritize health and safety for the benefit of the entire community.
- The Student acknowledges they have considered their own personal health status and increased risk factors inherent with community living, including the risk of exposure or infection by COVID-19, when deciding to live on campus.
- The Student agrees to adhere to College expectations intended to minimize risk of exposure to COVID-19 consistent with health and safety guidance including, but not limited to, practicing social distancing as recommended by CDC and wearing appropriate face coverings in common spaces throughout the residence halls.
- The College staff will educate and inform residential students on appropriate cleaning protocols within their personal living space and shared spaces. The Student acknowledges their responsibility to keep personal living space in a sanitary condition and to adhere to sanitation standards in shared spaces. TCNJ staff retain the right to conduct health and safety inspections of the living space.

- The Student acknowledges they may be required to submit to symptom checking, COVID-19 testing, or other health protocols as a condition of residing in the residential community.
- The Student agrees to disclose to the appropriate College medical official and contact tracing team immediately upon notification of positive COVID-19 test status or contact from New Jersey Department of Health (or other government health agency) about exposure and instruction to isolate.
- The Student agrees to comply with the College's direction requiring isolation/quarantine. Isolation/quarantine may require removal from assigned room and relocation to an isolation/quarantine building. Isolation/quarantine does not constitute cancellation of the Residence Hall and Dining Services Contract nor does it entitle the Student to a refund. The College will attempt to provide students with a designated isolation/quarantine space and require students to follow College and CDC guidelines governing living in these areas. Failure to comply may result in removal from housing.
- Students are required to comply with all health and safety laws, orders, ordinances, policies, regulations, and guidance adopted by the College or the New Jersey Department of Health (or other government health agency) as it relates to COVID-19. This guidance may evolve as circumstances warrant. The College may require the Student to leave College housing in the event the Student's continued presence poses a health or safety risk to the housing community.

#### **19. General Terms and Provisions**

- The Student acknowledges the College may restrict the full use of spaces and amenities within the residential community including, but not limited to:
  - i. No guests will be permitted in the residence halls or your room, including, but not limited to, students from your residence hall, other residence halls and family.
  - ii. For move in and move out, Student is permitted to bring two support persons. Exceptions may be reviewed by the Accessibility Resource Center.
  - iii. Access to residential spaces is restricted to residential students, College staff, and approved vendors.
  - iv. Residents may only enter the residential building to which they are assigned unless otherwise posted (e.g., to access critical services such as mailroom, dining services within residential building, staff offices.)
  - v. Access to and use of amenities/space may be restricted or limited in capacity (community space, lounges, kitchen, laundry rooms, elevators, etc.).
- The Student acknowledges the building or room assignments may be changed prior to arrival or at any time during the term of this Contract should the College, in its sole discretion, deem such change necessary.
- The Student acknowledges Student-initiated room change requests may be restricted or limited after occupancy.

- In the event of an unforeseeable cause beyond the control of and without the negligence of the College, including but not limited to fire, flood, other severe weather, acts of God, interruption of utility services, acts of terrorism, the College reserves the right to maintain the safety of the premises by any means, including but not limited to temporarily or permanently removing Student from college housing.
- If a part of or all of college housing is closed due to an emergency or natural disaster, the College may terminate this contract without prior notice. In no event shall the College be obliged to provide alternate housing to Student or to rebuild or replace any affected premises. Refunds will be at the discretion of College leadership.
- The Student acknowledges the Student may not be eligible for a refund of room and board rates if Residence Halls close, access is restricted during the term, or if the length of Contract is adjusted.

20. If any of these provisions is found to be invalid the remaining provisions shall remain in full force and effect.

TCNJ is committed to supporting our students in their return to campus during this unprecedented time and recognizes the value of the on-campus residential experience. The above information has been provided to allow students to make an informed decision about living in residential housing for spring 2021. While the above is intended to provide some detail, there may be additional modifications needed as the semester progresses and we track the impact of COVID-19 on our residential community and campus. As always, we will endeavor to update you with timely information about specific health and safety guidance important for our residential community.

\*This also includes undergraduates enrolled in a 5 year, dual certification program.

**BY SUBMITTING MY PAWS ID, I UNDERSTAND THAT I AM ACCEPTING ALL TERMS OF THIS CONTRACT AND THAT THE CONTRACT IS FOR THE SEMESTER OR REMAINING PORTION THEREOF.**

I accept membership in RHA, the student organization of the residence halls, including all rights, privileges, and responsibilities of such membership and cooperative participation in this Residence Hall Association.