



## Annual Residence Hall and Dining Service Contract

### Fall 2022 - Spring 2023

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 ("Contract") is in effect for the academic year, 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 residential 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, students registered full time will have priority.
3. Occupancy shall be subject to all rules and regulations of The College, including those in the [Guide to Residence Living](#), Shared Living Agreements and additional health and safety policies implemented as a result of the COVID-19 public health emergency.
4. **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. Provided that a student has a meal plan in the spring, meal points from the fall will be carried over but they must be used by the end of the spring semester or otherwise forfeited.
5. 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 apply for break housing immediately if they have an emergency need for housing during College closures. There is an additional fee associated with emergency housing during Winter Break.
6. In order to maintain health, safety, and maintenance 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.
7. 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.

8. 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.
9. The resident shall be responsible for the room and applicable board charges for the entire academic year or remaining portion thereof. Residents interested in a release from the Contract must request approval from Housing. Students who are released from their Contract may be subject to a contract release fee for terminating the Contract. The [fee schedule](#)\*\* is available on [housing.tcnj.edu](http://housing.tcnj.edu) under the financial tab.
10. 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 takes a leave of absence or withdraws from The College before the start of the semester will receive a 100% refund for room and board charges. 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.
11. 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.
12. All residents will be held responsible for and billed for defacement or damage to the room, common areas and furnishings for which they contract. 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.
13. 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.
14. Final room and board rates will be set for the 2022-2023 academic year at the July 2022 meeting of the Board of Trustees. Notice of the 2022-2023 rates will be posted on the

TCNJ Housing website when the rates are established and will be indicated on the student's bill.

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 Contract, if a resident violates College rules or is otherwise a detriment to one's own or another's 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. Residents 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. Residents are strongly encouraged to remove all items of value from their rooms/apartments during semester break periods.
17. The College may terminate this Contract by written notice if the resident fails to comply with the Contract. The resident remains liable for room and board charges for the semester unless released from this Contract by the Department of Residential Education and Housing.
18. Residents are required to comply with all College Health requirements required to live in the residence halls, including demonstrated proof of receipt of all required COVID-19 vaccines and flu vaccination. Residents will not be permitted to move in (early arrivals, pre-arrival events/programs, Drop & Go, or opening) until all health requirements, as set forth by TCNJ Student Health Services, have been met.

#### **19. COVID-19 Related Provisions**

The College of New Jersey holds as paramount the health, safety and welfare of our community. Taking steps to reduce the risk of COVID-19 is the shared responsibility of every member of our community. The following measures provide students with greater detail about these shared obligations, what they may expect, and how COVID-19 protocols may impact their residential experience in the coming year. Please take the time to carefully review each item.

- Updates on any health and safety protocol changes will be posted on the Current Health and Safety Updates section of our webpage. (link: <https://housing.tcnj.edu/current-health-and-safety-updates/>). Residents are expected to abide by the protocols listed on this page and updated in real time.
  - The resident acknowledges the inherent elevated risk associated with living in a community environment and the resident's shared obligation to prioritize health and safety for the benefit of the entire community.

- The resident 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 resident agrees to adhere to College requirements and expectations intended to minimize risk of exposure to COVID-19 consistent with current 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 when the College determines that such a practice is required by current health and safety conditions.
- The College staff will educate and inform residential students on appropriate cleaning protocols within their personal living space and shared spaces. The resident 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 resident acknowledges they may be required to submit to symptom checking, COVID-19 testing/surveillance testing, or other health protocols as a condition of residing in the residential community.
- The resident 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 resident 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 Contract nor does it entitle the resident to a refund. The College will attempt to provide residents with a designated isolation/quarantine space and require residents to follow College requirements and CDC guidelines governing living in these areas. Failure to comply may result in removal from housing.
- Residents 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 resident to leave College housing in the event the resident's continued presence poses a health or safety risk to the housing community.

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

○ Residents are welcome to have guests, however, each residential host assumes responsibility for their guests' behavior and actions during their visit. All guests in the building after 8 p.m. must be registered with the hall night desk. Any non-resident in the building prior to 8 p.m., must register at 8 p.m. when the night desk begins operation. Each guest will be required to provide a picture ID. Overnight guests are permitted for a maximum of three consecutive nights with the written approval of all roommate(s)/suitemates/apartment and floormates. However, the resident acknowledges that in times of health or safety emergencies, the College has the right to alter the guest policy to adhere to guidance from the CDC and New Jersey Department of Health or to otherwise protect the health and safety of the residential community. In such times 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 a resident's room, including, but not limited to, students from the same residence hall, other residence halls and family.

ii. For move in and move out, a resident may only be permitted to bring up to two support persons. Exceptions may be reviewed by the Accessibility Resource Center.

iii. Access to residential spaces may be restricted to residential students, College staff, and approved vendors.

iv. Access to and use of amenities/space may be restricted or limited in capacity (community space, lounges, kitchen, laundry rooms, elevators, etc.).

○ The resident 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 resident acknowledges resident-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 a resident 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 a resident or to

rebuild or replace any affected premises. Refunds will be at the discretion of the College.

- The resident acknowledges the resident 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.

\*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 ENTIRE ACADEMIC YEAR 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.