



# **THE COLLEGE OF NEW JERSEY**

## **RESIDENTIAL EDUCATION AND HOUSING**

### **Fall 2023 - Spring 2024**

### **Housing and Dining Service Contract**

#### **CONFIDENTIALITY NOTICE**

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# CONTENTS

## Housing and Dining Service Contract

1)	<u>STATEMENT OF AGREEMENT</u>	3
2)	<u>HOUSING AND DINING SERVICE CONTRACT: SECTIONS 1-9</u>	3
3)	<u>HOUSING AND DINING SERVICE CONTRACT: SECTIONS 10-18</u>	4

## Terms and Provisions

1)	<u>GENERAL TERMS AND PROVISIONS: SECTIONS 19-25</u>	5
2)	<u>COVID-19 RELATED TERMS AND PROVISIONS: SECTIONS 26-34</u>	5-6
3)	<u>BINDING AGREEMENT</u>	6

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## HOUSING AND DINING SERVICE CONTRACT

**ACADEMIC YEAR: FALL 2023 - SPRING 2024**

**Housing License Period:** August 27, 2023—May 14, 2024

### STATEMENT OF AGREEMENT

I, THE UNDERSIGNED, HEREBY CONTRACT FOR A RESIDENCE HALL ROOM SPACE AS A BACHELOR-DEGREE SEEKING, MATRICULATED, AND REGISTERED UNDERGRADUATE STUDENT (“STUDENT”) AT THE COLLEGE OF NEW JERSEY. THE HOUSING 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.

### HOUSING AND DINING SERVICE CONTRACT

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 subject to all rules and regulations of The College, including those in the Guide to Residence Living, Shared Living Agreements, special interest housing or Living Learning Community Agreements, and additional health and safety policies implemented as a result of the COVID-19 public health emergency or any other public health emergency.
  3. 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 can select from the *Meals Per Week* or *A La Carte* plans. Residential students of Phelps and Hausdoerffer (i.e. apartment-style residence halls) 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 and Campus Town Dollars from the fall will be carried over but they must be used by the end of the spring semester or otherwise forfeited.
  4. Residence halls are closed during semester break and other College closings. Students are required to vacate the residence halls during the break periods. Dates and times that residence halls will be closed are available online and will be communicated during the academic year. 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 break housing during Winter Break.
  5. 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.
  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 exclusive right to assign or reassign a resident to another unit within any residence hall or unit owned or controlled by The College for any reason at its sole discretion. All room reassignment requests need to be approved, in writing, by Residential Education and Housing prior to a physical move taking place.
  8. The Student shall be responsible for the room and applicable board charges for the entire academic year or remaining portion thereof. Students interested in a release from the Contract must request approval from Residential Education and 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 online.
  9. Students who withdraw, take a leave of absence from the College, or are released from the room and board agreement 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. A Student 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 Student 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 charges of approximately 75%; by the end of the fifth week of classes 50%; and 0% after the fifth week of classes.
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10. Students who leave The College or are released from the room and board agreement 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 plan will be refunded based upon the actual usage of their meal plan points and Campus Town Dollars. All meal plan points and Campus Town Dollars unused upon departure from residence past the close of a semester are non-refundable.
    - *Meals Per Week*: Students who select the Meals Per Week plan will be refunded at a weekly rate for each week not in residence after release. Meal plan points and Campus Town Dollars will be refunded based upon the actual usage of their meal plan points and Campus Town Dollars. All points and Campus Town Dollars unused upon departure from residence past the close of a semester are non-refundable.
  11. All Students will be held responsible for—and billed for—defacement or damage to the room, common areas and furnishings for which they contract. All Students are responsible for certifying the condition of their room and reporting any damages to Residential Education and Housing via the Room Condition Report within five days of receiving their room key(s).
  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. Final room and board rates will be set for the 2023-2024 academic year at the July 2023 meeting of the Board of Trustees. Notice of the 2023-2024 rates will be posted on the TCNJ Housing website when the rates are established and will be indicated on the Student's bill.
  14. The College reserves the right to take appropriate action against a Student, including an interim removal from the residence hall or the termination of this Contract, if a Student 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.
  15. Students are required to remove all personal property and furnishings (e.g., couches, chairs, rugs, electrical appliances) from their room/townhouse/apartment prior to check-out. Items that remain become the property of the College and will be removed. Students 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/townhouses/apartments during semester break periods.
  16. The College may terminate this Contract by written notice if the Student fails to comply with the Contract. The Student remains liable for room and board charges for the semester unless released from this Contract by Residential Education and Housing.
  17. Students are required to comply with all College health requirements required to live on campus, including demonstrated proof of receipt of all required vaccines. Students 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.
  18. Occupancy shall be available to all matriculated and registered undergraduate Students. However, if space is limited, Students registered full time will have priority.
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## TERMS AND PROVISIONS

### GENERAL TERMS AND PROVISIONS

19. Students 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 8:00 p.m. must be registered with the hall night desk. Any non-resident in the building prior to 8:00 p.m. must register at 8:00 p.m. when the night desk begins operation. Overnight guests are permitted for a maximum of three consecutive nights with the written approval of all roommate(s)/suite mates/apartment mates and floormates. However, the Student 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:
- No guests will be permitted in the residence hall or a resident's room, including, but not limited to, students from the same residence hall, other residence halls, and family.
  - 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.
  - Access to residential spaces may be restricted to residential students, College staff, and approved vendors.
  - Access to and use of amenities/space may be restricted or limited in capacity (community space, lounges, kitchen, laundry rooms, elevators, etc.).
20. 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.
21. The Student acknowledges resident-initiated room change requests may be restricted or limited after occupancy.
22. 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 Student from the residence halls.
23. If a part of or all of residence halls are 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 Student or to rebuild or replace any affected premises. Refunds will be at the discretion of the College.
24. 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.
25. If any of these provisions is found to be invalid the remaining provisions shall remain in full force and effect.

### COVID-19 RELATED TERMS AND 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.

26. 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/>). Students are expected to abide by the protocols listed on this page and updated in real time.
27. 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.
28. 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.
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29. The Student 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.
30. 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.
31. The Student 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.
32. 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.
33. The Student agrees to comply with the College's direction requiring isolation/quarantine. Isolation/quarantine may require removal from the assigned room and/or a requirement to isolate/quarantine off-campus. Isolation/quarantine does not constitute cancellation of the Contract nor does it entitle the Student to a refund. Failure to comply may result in removal from housing.
34. 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.

### **BINDING AGREEMENT**

BY SIGNING BELOW, SUBMITTING MY PAWS ID ONLINE VIA MYHOUSING, OR BY MOVING INTO AN ASSIGNED ACCOMMODATION, 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.

(If a physical copy is signed, please use the section below)

**STUDENT (PRINT FULL NAME):**

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**STUDENT SIGNATURE:**

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**DATE:**

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**PARENT/GUARDIAN (PRINT FULL NAME):**

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**PARENT/GUARDIAN SIGNATURE:**

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**DATE:**

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