

Fall 2024 - Spring 2025 Housing and Dining Service Contract

CONFIDENTIALITY NOTICE

The information contained herein is privileged and confidential from the Division of Student Affairs at The College of New Jersey and is intended for the sole use of person or entities named herein. The dissemination, distribution, copying or use of the information contained herein is strictly prohibited.



CONTENTS

Housing and Dining Service Contract

1)	STATEMENT OF AGREEMENT	_ 3
2)	HOUSING AND DINING SERVICE CONTRACT: SECTIONS 1-8	_ 3
3)	HOUSING AND DINING SERVICE CONTRACT: SECTIONS 9-18	4
4)	HOUSING AND DINING SERVICE CONTRACT: SECTIONS 19-28	_ 5
5)	HOUSING AND DINING SERVICE CONTRACT: SECTIONS 29-31	6
6)	RINDING AGREEMENT	- 6



Housing and dining service contract

ACADEMIC YEAR: FALL 2024 - Spring 2025

Housing License Period: August 25, 2024—May 13, 2025

STATEMENT OF AGREEMENT

I, the undersigned, hereby contract for a residence hall room space as an enrolled student ("Student") at The College of New Jersey. This 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, as applicable, and additional health and safety policies implemented as a result of a public health emergency.
- 3. A meal plan is required for all residential students who are not enrolled in TCNJ's Career and Community Studies (CCS) Program: first and second year students must select from any of the Meals Per Week plans; students who are at least in their third year of college can select from the Meals Per Week or A La Carte plans; and Residential students living in 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 is enrolled in a meal plan in the Spring semester, meal points from the Fall semester will be carried over but Students must use these meal points by the end of the Spring semester or they will be forfeited. Students enrolled in TCNJ's CCS program are not required to have a meal plan, but may purchase one if they so choose. Provided that any Student is enrolled in a meal plan in the Spring semester, meal points from the Fall semester will be carried over but Students must use these points by the end of the Spring semester or they will be 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 any non-CCS Student to apply via MyHousing 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 that must be paid by non-CCS Students whose application is granted. Please note that break housing is not available to CCS Students.
- 5. In order to maintain health, safety, and maintenance standards, The College reserves the right to inspect Student rooms and furnishings at any time, including health and safety inspections by TCNJ staff. The College will give Students reasonable notice of inspection when possible, but reserves the right of inspection without notice in situations constituting a health or safety emergency. The Student acknowledges their responsibility to keep personal living space in a sanitary condition and to adhere to reasonable sanitation standards in shared spaces.
- 6. The College accepts no responsibility for damage, theft or loss of money, valuables or personal effects of the Student. Students are encouraged to confirm that their property is covered by their family's homeowner's 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 Student 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 housing and applicable food 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 Housing and Dining Service Contract 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 housing and food charges. A Student released from the Housing and Dining Service Contract before the start of the semester will receive a 100% refund for housing and food charges, but be assessed a contract release fee. A Student who withdraws, takes a leave of absence, or 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.
- 10. Students who leave The College or are released from this Housing and Dining Service Contract during a semester will be charged for food at the following rates, dependent upon meal plan program selection:
 - A La Carte: During the semester, 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. Please note that 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:* During the semester, Students who selected the Meals Per Week plan will be refunded at a weekly rate for each week not in residence after release. During the semester, 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 the first two weeks of occupying their assigned space.
- 12. Billing is done on a semester basis. Housing and food charges which are not paid after several attempts at billing 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 housing and food fees is pursuant to College procedures outlined by the Office of Student Accounts.
- 13. Final housing and food rates will be set for the 2024-2025 academic year at the June 2024 meeting of the Board of Trustees. Notice of the 2024-2025 rates will be posted on the TCNJ Housing website when the rates are established and will be indicated on the Student's bill. Housing rate is dependent on assignment type (e.g. single, double, triple occupancy).
- 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 check-out. 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 provisions of this Contract. The Student remains liable for housing and food 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 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. The College shall strive to have occupancy for all matriculated and registered undergraduate Students. However, if space is limited, undergraduate Students registered full-time will have priority. In some instances, housing may be offered to Students in specialized housing programs (i.e. Graduate Students, Career & Community Studies students, and other College populations).



- 19. Students are welcome to have guests; however, each Student assumes responsibility for their guests' behavior and actions during their visit. Non-CCS Students should refer to the Guide to Residence Living for guest policies. 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 such authorities as 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 and an altered guest policy may include, but is not limited to, the following provisions:
 - No guests will be permitted in the residence hall or a Student'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 Student 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 that 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 student-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 or Students 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 housing and food rates if residence halls close, access is restricted during the term, or if the length of Contract is adjusted.
- 25. The College of New Jersey holds as paramount the health, safety and welfare of its community. Taking steps to reduce the risk of communicable infectious diseases is the shared responsibility of every member of our community.
 - 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 which may be updated in real time.
 - 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 that they have considered their own personal health status and increased risk factors inherent with community living, including the risk of exposure or infection by communicable infectious diseases, when deciding to live on campus.
- 26. The Student agrees to adhere to College requirements and expectations intended to minimize risk of exposure to communicable infectious diseases consistent with current health and safety guidance including, but not limited to, practicing social distancing as recommended by such authorities as the 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.
- 27. The Student acknowledges they may be required to submit to symptom checking, communicable infectious diseases testing/surveillance testing, or other health protocols as a condition of residing in the residential community.
- 28. The Student agrees to disclose to the appropriate College medical official and contact tracing team immediately upon notification of positive communicable infectious diseases test status or contact from New Jersey Department of Health (or other government health agency) about exposure and instruction to isolate.



- 29. 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.
- 30. 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 communicable infectious diseases. 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.
- 31. If any of these provisions is found to be invalid, the remaining provisions shall remain in full force and effect.

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):				
STUDENT SIGNATURE:				
Date:				
PARENT/GUARDIAN (PRINT FULL NAME):				
Parent/Guardian Signature:				
Date:				