

# Fall 2024 - Spring 2025

## College House and Dining Service Contract

### COLLEGE HOUSE 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 TCNJ COLLEGE HOUSE ROOM SPACE AS A CAREER & COMMUNITY STUDIES PROGRAM PARTICIPANT (“PARTICIPANT”) AT THE COLLEGE OF NEW JERSEY. THE COLLEGE HOUSE 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.

#### COLLEGE HOUSE AND DINING SERVICE CONTRACT

1. The College will agree to provide residential space based on availability to eligible Participants who are at least 18 years of age at the time of moving into a College House 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, The College House Guide, and additional health and safety policies implemented as a result of a public health emergency.
3. Participants are not required to hold a meal plan, but may purchase a plan. Provided that a Participant 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.
4. College Houses are closed during semester break and other College closings. Participants are required to vacate the College Houses during the break periods. Dates and times that College Houses will be closed are available online.
5. In order to maintain health, safety, and maintenance standards, The College and TSC reserves the right to inspect Participant rooms and furnishings at any time. The College and TSC 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. The resident acknowledges their responsibility to keep personal living space in a sanitary condition and to adhere to sanitation standards in shared spaces.
6. The College accepts no responsibility for damage, theft or loss of money, valuables or personal effects of the Participant. 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 at any time. All requests need to be approved, in writing, by the Housing office prior to a physical move taking place.
8. The Participant shall be responsible for the housing and applicable food charges for the entire academic year or remaining portion thereof. Participants interested in a release from the Contract must request approval from the Housing Office. Participants who are released from their Contract may be subject to

a contract release fee for terminating the Contract. The fee schedule is available online at [housing.tcnj.edu](http://housing.tcnj.edu).

9. Participants who withdraw, take a leave of absence from the College or are released from the College House 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 the Housing Office. A Participant 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 Participant released from the College House and Dining Service Contract before the start of the semester will receive a 100% refund for housing and food charges, but receive a contract release fee. A Participant 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 housing portion of the housing and food program of approximately 75%; by the end of the fifth week of classes 50%; and 0% after the fifth week of classes.
10. Participants who leave The College or are released from the College House and Dining Service Contract during a semester will be charged food at the following rates, dependent upon meal plan program selection:
  - A La Carte:* Participants 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:* Participants 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 Participants will be held responsible for and billed for defacement or damage to the room, common areas and furnishings for which they contract. All Participants are responsible for certifying the condition of their room and reporting any damages to the Career and Community Studies Program professional staff.
12. Billing is done on a semester basis. Housing and food 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 Participant's registration and transcripts. The collection of housing and food fees is pursuant to College procedures as 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 Participant's bill. Room rate is dependent on assignment type (single, double, triple occupancy).
14. The College reserves the right to take appropriate action against a Participant, including an interim removal from the College House or the termination of this Contract, if a Participant violates College rules or is otherwise a detriment to one's own or another's safety or to the welfare of the College House environment. Any Participant removed from housing shall not be entitled to any refund of housing or meal plan payments.
15. Participants are required to remove all personal property and furnishings (e.g., couches, chairs, rugs, electrical appliances) from their room/house prior to check-out. Items that remain become the property of the College and will be removed. Participants may be assessed a labor charge for the removal and disposal of all personal items remaining after checkout. Participants are strongly encouraged to remove all items of value from their rooms/houses during semester break periods.

16. The College may terminate this Contract by written notice if the Participant fails to comply with the Contract. The Participant remains liable for housing and food charges for the semester unless released from this Contract by the Housing office.
17. Participants are required to comply with all College Health requirements required to live on campus, including demonstrated proof of receipt of all required vaccines. Participants 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.

## **TERMS AND PROVISIONS**

### **GENERAL TERMS AND PROVISIONS**

18. Participants are welcome to have guests, however, each residential host assumes responsibility for their guests' behavior and actions during their visit. Overnight guests are permitted for a maximum of three consecutive nights with the written approval of all roommate(s)/suitemates/apartment mates and floormates. However, the Participant 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:
  - Guests will be permitted in the College House or a resident's room, including, but not limited to, students from the same College House, other College Houses 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.).
19. The Participant 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.
20. The Participant acknowledges resident-initiated room change requests may be restricted or limited after occupancy.
21. 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 Participant from the College Houses.
22. If a part of or all of College Houses 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 Participant or to rebuild or replace any affected premises. Refunds will be at the discretion of the College.
23. The Participant acknowledges the Participant may not be eligible for a refund of housing and food rates if College Houses close, access is restricted during the term, or if the length of Contract is adjusted.

24. If any of these provisions is found to be invalid the remaining provisions shall remain in full force and effect.
25. The College of New Jersey holds as paramount the health, safety and welfare of our community. Taking steps to reduce the risk of communicable infectious diseases is the shared responsibility of every member of our community.
  - a. 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/>). Participants are expected to abide by the protocols listed on this page and updated in real time.
  - b. The Participant acknowledges the inherent elevated risk associated with living in a community environment and the Participant's shared obligation to prioritize health and safety for the benefit of the entire community. The Participant 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 communicable infectious diseases, when deciding to live on campus.
26. The Participant 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 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. TCNJ staff retain the right to conduct health and safety inspections of the living space.
28. The Participant 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.
29. The Participant 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 about exposure and instruction to isolate.
30. The Participant 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 Participant to a refund. Failure to comply may result in removal from housing.
31. Participants 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 as it relates to communicable infectious diseases. This guidance may evolve as circumstances warrant. The College may require the Participant to leave College housing in the event the Participant'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)**

**CCS Student (Print Full Name):** \_\_\_\_\_

**CCS Student Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**CCS Parent/Guardian (Print Full Name)** \_\_\_\_\_

**CCS Parent/Guardian Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_