

# William Paterson University

## RESIDENCE HALL CONTRACT TERMS AND CONDITIONS

1. This contract becomes effective upon acceptance by William Paterson University (hereinafter referred to as "University") and the student occupant. It is to be understood that the terms and conditions are for an entire academic year (2 semesters), unless this contract begins with the spring semester.
2. The student occupant agrees to acquaint himself/herself with and to abide by all residence hall rules and guidelines as set forth in the Student Handbook, the Residence Life Handbook, and University policies and guidelines with respect to maintenance and use of the residence halls and living conditions relating thereto. The University reserves the right to introduce during the term of this contract reasonable rules, regulations, or policies necessary to provide for the welfare of the residence hall community and to protect University property.

The student occupant understands that the University may take appropriate action for conduct which is found by the University to be in violation of such rules and regulations, or which is otherwise detrimental to the welfare of the residence hall and/or University community. Such appropriate action may include assessing fines and/or penalties and dismissal from the residence halls. Disciplinary files maintained by the Office of Student Conduct are cumulative in nature and confidential.
3. The student occupant is responsible for promptly notifying the Department of Residence Life of any change in name, home address, telephone number, academic status (should your course load drop below the required 12 credits to live in residence), physical condition, housing preferences, or any other item which may bear upon the student occupant's eligibility for or status of his/her housing assignment. Withdrawal or leave of absence from the University will require the student to vacate his/her assigned room within 24 hours, and he/she must re-apply to the Housing Office should he/she want housing again.
4. For a student occupant under 18 years of age, the University will accept and agree to this Contract only upon the condition that a parent or guardian personally guarantees payment of all established charges and any other charges, fines, and/or penalties which accrue under the terms of this Contract.

A student occupant 18 years of age or older will be held personally liable for all charges, fines, and/or penalties which accrue under the terms of this Contract.
5. **THE FULL ACADEMIC YEAR ROOM PAYMENT IS PAYABLE IN TWO INSTALLMENTS; ONE HALF OF THE TOTAL COST IS DUE AND PAYABLE PRIOR TO THE BEGINNING OF EACH SEMESTER.** The University reserves the right to levy a reasonable energy surcharge during the term of this Contract should circumstances warrant such action. Documentation to support any energy surcharge will be available from the Department of Residence Life.

**A NON-REFUNDABLE APPLICATION FEE OF \$150.00 MUST BE SUBMITTED EACH TIME A CONTRACT IS ENTERED INTO BY THE STUDENT. \$80.00 of the application fee is applied to room rent payment. \$70.00 is used as a damage deposit upon assignment. At the end of the contract year, the \$70.00 is refunded to the student less any fines, damages found in the student's room, or public area collective damage assessments. HOWEVER, IN THE CASE OF CANCELLATION OF THIS CONTRACT, THE ENTIRE FEE OF \$150.00 IS FORFEITED.**

**The student occupant must verify the acceptance of the room assignment by following the check-in procedures established by the University. FAILURE OF THE STUDENT OCCUPANT TO CHECK INTO THE ASSIGNED ROOM WITHIN 48 HOURS OF THE HALLS OPENING MAY LEAD TO CANCELLATION OF THIS CONTRACT BY THE UNIVERSITY AND FORFEITURE OF THE \$150.00 DEPOSIT.**
6. The student occupant is required to have health and accident insurance coverage while in residence. The student occupant must be able to furnish appropriate proof of such insurance coverage upon demand by the University.
7. **THE UNIVERSITY SHALL ACCEPT NO RESPONSIBILITY FOR THEFT OR OTHER LOSS OF MONEY, VALUABLES, OR PERSONAL EFFECTS OF THE STUDENT OCCUPANT DUE TO, BUT NOT LIMITED TO, FIRE, SMOKE, OR WATER DAMAGE. ABANDONED ITEMS ARE DISCARDED OR BECOME THE PROPERTY OF THE UNIVERSITY.**
8. During the period the student occupant is in residence, all illnesses requiring medical care must be reported immediately to the University Health Services staff. For public health reasons, the University Health Services staff may advise the Department of Residence Life and/or other appropriate persons of the student occupant's illness.

If a student occupant is under 18 years of age, his/her parent or guardian is responsible for all medical and related expenses. If a student occupant is 18 years of age or older, he/she is liable for all medical and related expenses.

In the event a student occupant becomes physically or psychologically ill, the University reserves the right to suspend his/her occupancy until the University is satisfied that his/her illness will not pose any threat to the welfare of the residence hall and/or University community.
9. The University retains the option to temporarily suspend a student's occupancy due to involvement in any University infraction deemed severe, pending adjudication of any charges.
10. **RESIDENCE HALLS MAY BE OCCUPIED ONLY BY ASSIGNMENT BY THE DEPARTMENT OF RESIDENCE LIFE. ANY EXCHANGE, TRANSFER, AND/OR VACATING OF THE ASSIGNED PREMISES OF THE RESIDENCE HALLS MUST BE APPROVED BY THE DEPARTMENT OF RESIDENCE LIFE.** The student occupant shall not permit persons to share the premises, nor shall he/she keep roomers, boarders, or children in the premises to which he/she has been assigned. Unauthorized changes will be voided and disciplinary action may be taken. Apartments/doubles must stay as assigned, and no alteration of the room, its furnishings or the re-structuring of living/bedroom areas will be permitted.
11. No animals or pets are permitted in any of the residence halls.
12. The University reserves the right to assign a student occupant, assign roommates, consolidate vacancies, and change occupants as necessary during the period of occupancy without the consent of the occupants. If further consolidation is necessary, it will be designed in consultation with the students.
13. **The University has a Package Inspection Policy whereby** Residence Life staff members may inspect large, bulky packages, coolers, boxes, etc., when a staff member has probable cause to suspect that prohibited items are being transported into a residence hall. Residents found in violation of the Package Inspection Policy will face disciplinary action.
14. The University reserves the right to enter a student's residence hall room for administrative, safety, and regulatory purposes. Entry into a student's room may be made only with his/her consent, except for the following:
  - a) Members of the Residence Life staff and/or other Student Services staff/University officials functioning in their official capacity may enter a student's room for administrative purposes, such as emergency evaluation, safety inspections, facility repairs, housekeeping and extermination, and at closing times as stated. After knocking and a reasonable lapse of time (one minute), entry may be made.

Student Services staff include Dean of Students, the Assistant Dean of Students or other designees.
  - b) Members of the Residence Life staff and/or other Student Services staff/University officials functioning in their official capacity are entitled to enter a student's room and to make appropriate search without the student's consent only when there is clear evidence or strong suspicion of an emergency which warrants immediate entry such as the presence of smoke, fire, flooding, screams for help or danger to others that would demand immediate entry.
  - c) When there exists reasonable cause to believe that a crime or infraction of residence halls rules or regulation is being committed, entry may be made without the consent of the occupant only upon authorization by the Director of Residence Life, Residence Life professional staff, or the Dean of Students. The University reserves the right to evacuate and close the residence halls in the event of an emergency (i.e. fire, water main break, power failure, etc.).
  - d) **ENTRY INTO A ROOM WILL ALSO BE MADE FOR AN ANNOUNCED INSPECTION OF ALL ROOMS TWICE EACH SEMESTER FOR THE PURPOSE OF INVENTORY AND APPRAISAL.**
15. The room payment charged is for a specific semester and specifies dates when classes are in session, and does not include Thanksgiving, winter and spring break periods. The University may charge students an additional fee for requests to remain in a student's assignment during periods when the University is closed. Residents are requested to leave the residence halls during break periods. Any students providing a "need" to stay will be reviewed by Residence Life, and are subject to availability in specific buildings.

At the end of each semester, residents must return keys and check out according to the guidelines set up by Residence Life. The University has set up the expectation that students will check out 24 hours after their last final exam for the semester.
16. **Refund Schedule: Cancellation of this contract by the student occupant after acceptance by the University is effectuated only by receipt of written notice of cancellation by the Department of Residence Life. Upon cancellation of this contract by the student occupant, the student occupant will forfeit his/her entire room application/damage deposit, and the student will also be subjected to penalty charges as stated below. The student occupant may be eligible for a refund of room rent pursuant to the following refund schedule, subject, however, to other provisions in or of this contract. Students who are financial aid recipients are subject to federal government guidelines regarding refunds. Students are required to vacate University housing and cease using University dining facilities after he/she withdraws or drops out, or be held liable for room and board charges beyond his or her last date of attendance. The date the Department of Residence Life receives written notice of cancellation is the official cancellation date.**

Refund schedule:  
**Specific dates are on the Residence Life web page.** If the cancellation date is prior to the official move-in day for a given semester, the occupant is entitled to a refund of room rent equal to 100% of the room rent paid.  
If the cancellation date is after move-in but before or on the first Thursday of the first week of classes, the student occupant is entitled to a

refund of room rent equal to 90% of the room rent paid.

If the cancellation date is after the first week of classes yet prior to the end of the first third of a given semester, the student occupant is entitled to a refund of room rent equal to 50% of the room rent paid.

If the cancellation date after the first third of a given semester, the student occupant is not entitled to any refund of the room rent and is liable for the entire semester's room rent.

**If a student is academically dismissed from the University**, the student must withdraw from housing in writing to the Department of Residence Life and the same refund schedule will apply.

**A resident whose classes are dropped due to non-payment on his/her account**, and the student is released from housing due to no active enrollment, will be charged a pro-ration of room and meals from the start of the semester through the week that the move-out occurs.

**Refund Schedule for Students Evicted from Housing:** The University reserves the right to terminate this contract by written notice and evict from occupancy any student who fails to comply with the terms and conditions of this contract. **A student occupant who is evicted will automatically forfeit his/her room application/damage deposit** and will be liable for room rent pursuant to the following refund schedule, subject, however, to other provisions in the contract. Students who are financial aid recipients are subject to federal government guidelines regarding refunds. Students are required to vacate University housing and cease using University dining facility after he/she withdraws, or drops out, or be held liable for room and board charges beyond his or her last date of attendance. **In judicial matters or separation from the University, the judicial outcome date for the eviction of the student is the official date used for calculating any refund due the student after release from housing.**

17. Refund Schedule:

**Specific dates are on the Residence Life web page.** If the judicial outcome date is prior to move-in day for a given semester, the student occupant is entitled to a refund of room rent equal to 100% of room rent paid.

If the judicial outcome date is after the official move-in day yet prior to the end of the first third of a given semester, the student is entitled to no more than a 50% refund of the room rent paid.

If the judicial outcome date is after the first third of a given semester, the student occupant is not entitled to any refund of room rent and is liable for the entire semester's room rent.

18. The student occupant is liable for all damages or loss which occur to or in the premises assigned to him/her or to any furnishings therein. Each student occupant is, with the other residents, jointly responsible for and may be charged a pro-rated share of the cost for whatever damages or loss may occur from any cause to the public and semi-public areas in the residence halls. Under such circumstances, the University's assessment is conclusive. Documentation of any costs assessed will be available from Residence Life.

The student occupant may not repair or make alterations to the premises without the permission of the Department of Residence Life. Common area furniture and equipment may not be placed in individual student rooms or be relocated to other areas.

The student occupant's room damage fee account must be maintained at \$70.00 at all times. When damage charges or other charges, fines or penalties are assessed against this account, the student occupant must within three (3) weeks after notice pay into their account sufficient money to bring their account to \$70.00. Failure to reimburse this account may result in additional disciplinary action.

19. **THE STUDENT OCCUPANT MUST MAKE APPLICATION FOR ON-CAMPUS RESIDENCE HALL ACCOMMODATIONS FOR EACH UPCOMING ACADEMIC YEAR. THE UNIVERSITY RESERVES THE RIGHT NOT TO RENEW A CONTRACT FOR THE NEXT ACADEMIC YEAR.**

20. If any term or provision of this Contract is adjudicated to be invalid or unconstitutional, only that term or provision fails, and the remaining terms and conditions are valid and enforceable.