

2017-2018 HOUSING LICENSE AGREEMENT
Fairleigh Dickinson University, Florham Campus

I. HOUSING INFORMATION

1. Students will be assigned roommates without regard to age, race, color, national or ethnic origin, sexual orientation, religion or disability.
2. University Housing Application for **new students** (i.e., non-continuing students) are processed using a combination of the geographic location of permanent address and the date of receipt of all items below:
 - Non-Refundable Room Reservation deposit *of \$200 and
 - Security damage deposit * of \$150 and
 - Submission of a housing and meal plan application

**Both deposits are collected through the Office of Admissions. DO NOT SEND DEPOSITS TO THE CAMPUS LIFE OFFICE.*

Housing assignments are limited. You are encouraged to apply early.

3. University Housing Application & Selection for **continuing students** is conducted each spring term for the following academic year. Continuing students must have their account clear and submit a Non-Refundable Room Reservation Deposit of \$200 as well as complete a Housing Application by the established deadline in order to participate in Room Selection. Continuing students who submit their application and/or deposit after the deadline are automatically assigned to the Housing wait list and if housing becomes available, will be assigned to housing based on date of deposit & application & distance of home address to Fairleigh Dickinson University.

II. TERMS OF LICENSE

1. If the Housing Application is accepted, Fairleigh Dickinson University, herein called the University, shall provide the student, herein called the Resident, with the use of a room for **one academic year** or balance remaining at the time of assignment for the purpose of pursuing an academic degree.
2. This contract does not create nor is it the intention of the parties to create a lessor-lessee relationship between the University and the Resident.
3. The residence halls close for fall break, Thanksgiving break, semester/winter break, and spring break. For residence hall students, accommodations during the fall break, Thanksgiving break, semester/winter break, Easter break and spring break are by **special arrangement only**. Residents may be required to move to another location during these breaks.
4. The full academic year license commences on the Thursday, prior to the first day of classes. Students who have not taken possession of their room keys by 5 p.m. on the first day of classes will forfeit their room assignments. Licenses expire on the last day of the spring exam period or 24 hours after the Resident's last exam, whichever is earlier. Resident students participating in May Commencement may remain in their assigned room until 6 p.m. on the day of Commencement. All dates are subject to change upon final approval of the University's academic calendar.
5. The license also may be terminated upon written notification from the University of the suspension of the resident's status as a student or the resident's removal and prohibition from University Housing. In consideration of this **two-semester** housing assignment, the Resident agrees to:
 - a) Pay the residence hall room license fee as established by the Board of Trustees annually (less the housing deposit).
** Rates posted on the Fairleigh Dickinson University web page may be estimated; final rates may be subject to change*
 - b) Purchase a meal plan (residence hall students only). Residents are billed these charges **per semester** by the University.

III. PAYMENT, CANCELLATION AND REFUNDS

1. New students may pay the room reservation deposit online at <http://view.fdu.edu/default.aspx?id=2887> or to the Office of Admission in the form of check or money order payable to *Fairleigh Dickinson University* in the amount of \$350.
2. Returning resident students submit their room reservation deposit of \$200 online at <http://view.fdu.edu/default.aspx?id=2887> or through the Office of Admissions during the spring semester room selection process. Information on the process is promulgated annually.
3. The room reservation deposit is refundable, provided a written cancellation request is received by the Office of Campus Life, postmarked by May 1st for the Fall semester. The entire room reservation deposit is nonrefundable for licenses entered into after May 1st and subsequently canceled. Once a student has accepted room keys/IDs, s/he accepts the financial responsibility for the room and board charges for the full term of the license.
4. Residents who do not notify the Office of Campus Life in writing that they wish to cancel their room assignment prior to August 15th, will be assessed a 10% penalty for both room and board charges. The room deposit will also be forfeited.
5. A resident **may request to** be released from the license assignment at semester break if the Office of Campus Life is notified **in writing**, with supporting documentation, by December 1st. If approved, a \$200.00 contract early termination fee will be assessed to the resident's student account.
6. A resident may be entitled to a partial refund of the room and board charges, providing the resident adhered to established

procedures. The University's refund schedule will determine the amount of any refund. The schedule can be found at <http://view.fdu.edu/default.aspx?id=435>. All refunds of room, board and/or deposit charges are made in the form of a credit to the student's receivables account.

7. The Resident who withdraws from the University, whose student status is suspended or whose license is terminated, is responsible for all financial obligations as stipulated in this license and is required to vacate the room within two calendar days, or as otherwise stated in writing by the University.
8. **Exceptions to the above payment and cancellation deadlines and policies may be made at the sole discretion of the Dean of Students, or their designee, if, in their judgment, mitigating circumstances apply.**

IV.

LIABILITY

1. The University does not assume responsibility for the resident's, or other persons', loss of valuables or for loss of or damage to personal property for any reason.
2. The University has arranged with a public utility to provide a reasonable amount of heat, water, and electricity during the license period. Interruptions of any or all of these services on a temporary basis for reasons including, but not limited to maintenance, repair, or catastrophe will not be considered a breach of this contract, and the University assumes no responsibility for damages such as food spoilage.

V. THE RESIDENT AGREES:

1. To conduct themselves in a manner consistent with the mission of the University.
2. To abide by University policies and procedures, the rules and regulations contained in this license, and The Student Handbook (<http://view.fdu.edu/default.aspx?id=4256>), as it may be amended from time to time.
3. To abide by all federal, state and local laws.
4. To reside in the assigned room with their assigned roommate(s) and to vacate and remove all personal property from the room or suite when the license expires or when otherwise directed by the University.
5. To abide by all regulations with regard to changing room assignments. Approved room changes occur on specific days during each semester. All other room changes are considered extraordinary and must be approved by the Office of Campus Life.
6. To assume all responsibility for personal belongings. The University does not assume responsibility for damage or loss to Resident's belongings, regardless of cause. The University recommends that the resident contact an insurance carrier concerning the purchasing of insurance protection against such losses.
7. To abide by the Guest and Visitation Policy and be accountable and responsible for the conduct of any guests and visitors the Resident signs/brings into the residence hall.
8. In the event of a vacancy within a room, Resident(s) will ensure the room/suite is available, at all times, for the assignment of a new resident.
9. To abide by the policies listed in the *Fire Safety Standards and Measures* pamphlet posted online and distributed in hard copy during room check-in.
10. To maintain a minimum cumulative Grade Point Average (GPA) of 2.0.
11. To set up and use University Webmail account. Students are responsible for information sent to this official mean of University communication.
12. To keep the room, suite and/or apartment clean and fit for habitation. All University provided furnishing must remain in the room for the duration of the license. The Resident will be responsible for all damages done to the room including but not limited to walls, door, windows, flooring, furniture, appliances, plumbing, heating, air conditioning and ventilation systems as a result of the Resident's neglect, regardless of whether the neglect was the committing of an act that caused the damage or the failure to do an act in order to prevent damages. Any damage is the responsibility of the Resident unless caused by the University.
 - A. As the Resident checks into the assigned room, an inspection of the room, suite and/or apartment will be conducted by the Resident and the Resident Assistant (RA). Any damages to or missing items in the room, suite and/or apartment or the fixtures existing at the time will be listed on the Room Condition Report (RCR). The Resident agrees to accept responsibility for damages and items missing at the end of the semester (or expiration of the license), which are not listed on the RCR.
 - B. Damage to the halls, lounges or other common areas is the responsibility of the Resident and/or the Resident's guest(s). In those cases, when the identities of the parties who caused the damage to the halls, lounges or other common areas cannot be determined, the University will charge the Residents residing in that area or hall.
 - C. Resident is required to report any maintenance needed in a timely fashion. Failure to report maintenance needs in student rooms may result in students being held financially accountable.
13. To ensure that official University records for emergency contact information are accurate and up to date via MyHousing and Web Advisor.
14. To conform to New Jersey law and University policy regarding alcoholic beverages. Beer kegs or beer balls are not permitted. Alcohol is prohibited in The Twombly Halls.

15. To conduct their activities so as not to interfere with the quiet enjoyment of others. Quiet hours are 9 p.m. - 10 a.m., Sunday through Thursday and midnight- 10 a.m., Friday and Saturday.
16. To adhere to deadlines established by the Office of Campus Life for check in, check out, and housing accommodations during semester breaks.
17. Not to engage in the use, possession or sale of any and all narcotics and controlled substances, except as permitted by law.
18. Not to allow any persons other than assigned roommates to live in the room/apartment, including subleasing/renting the room.
19. Not to misuse, abuse or tamper with fire safety equipment, including, sprinklers, extinguishers, smoke detectors, hoses or pull boxes. Residents are required to vacate the building promptly in the case of all fire alarms.
20. Not to smoke in residence halls, or within 50 feet of entrances to the residence halls or apartment buildings.
21. Not to loan room keys/IDs. Room keys/IDs may not be duplicated under any circumstances. Lost/stolen keys/IDs are to be reported immediately. Residents may not add or otherwise alter locks, bolts and/or chains, nor insert inappropriate objects into card readers or otherwise damage card readers.
22. Not to possess or use fireworks, dangerous chemicals, firearms or weapons at any time.
23. Not to use refrigerators larger than 4.5 cf and that don't draw more than 3 amps or microwaves larger than 0.6 cf and that don't draw more than 800 watts.
24. Not to remove, cut or open window screens, or to pass anything through the window in either direction.
25. Not to install waterbeds, build a loft with furniture and/or bunk beds, or stack furniture, except when approved in writing by the Office of Campus Life. Furniture provided by the University which is lofted must remain so.
26. Not to bring upholstered furniture or window coverings into the residence halls, unless it meets California Technical Bulletin 117 safety requirements.
27. Not to bring any animal into the residence hall or apartment except fish in a tank less than 10 gallons or as otherwise approved by Office of Campus Life.
28. Not to cook in the residence halls that do not have University provided kitchens.
29. Not to use any type of grill in or around any residence hall areas. Grills are ONLY permitted in designated barbeque areas.
30. Not to damage, temper or interfere with the operations of security cameras.

VI. THE UNIVERSITY:

1. Reserves the right to enter a room for inspection for health, safety and maintenance; for damage to space or equipment; and to uphold University policy.
2. Agrees to exercise every reasonable precaution to safeguard the health, safety and property of each Resident and will make a good faith effort to repair properly reported defects or deficiencies in the residence halls/apartments.
3. Shall not be liable for failure or malfunction of water supply, electric current or heating/cooling system; presence of bugs, vermin or insects; injury to a Resident, or their guest or the loss, damage, or injury to property of any of them.
4. Agrees to provide the residence hall student with a meal plan.
5. Reserves the right to move a Resident from one room to another when the University determines, in its sole and absolute discretion that the move is in the Resident's best interest or those of their fellow students and/or the University's.
6. Reserves the right to reassign Residents during the semester in order to consolidate vacant spaces and to increase room occupancy. All increases in room occupancy will conform to prevailing occupancy and health standards.
7. Reserves the right to cancel a resident's room assignment if they are not registered as a full time student (12 credits undergraduate or 9 credits graduate) by July 1st for the Fall semester and January 15th for the Spring semester.
8. Reserves the right to cancel a resident's room assignment if they do not maintain a 2.0 GPA
9. Reserves the right, in its sole and absolute discretion, to take appropriate disciplinary action, including immediate removal of a Resident from University Housing and terminate the Housing License for failure to meet financial obligations to the University; behavior not conducive to a living-learning environment, in violation of Terms and Conditions of the Housing License; posing a threat to the health, safety and/or welfare of the Resident or others in housing or University community; failure to remain in good standing with the University, including violation of University Community Standards or violation of any provision in The Student Handbook.

Please note: Students are advised they will not be granted access to their room nor granted access to their meal plan or residence hall unless their account is deemed cleared for housing by both student health and enrollment services.