

## **HOUSING & MEAL PLAN CONTRACT**

### **2023-2024 TERMS & CONDITIONS**

**FDU students under the age of 18** must have a parent or legal guardian accept the terms and conditions of this Contract, on their behalf, by providing their electronic signature. In order to process an application for students under the age of 18, the following must be completed:

- a) During the application process, the student must provide in the Emergency Contact section the name of the parent or legal guardian who will be signing their Housing & Meal Plan Contract.
- b) Upon completion of the housing application, the person indicated as the Emergency Contact will receive an email, at the email address provided by the student, with a link, prompting them to provide their electronic signature on the Housing & Meal Plan Contract on behalf of the student.
- c) The housing application will not be processed until a parent or legal guardian provides their electronic signature on the Housing & Meal Plan Contract.

**FDU students 18 years or older** will accept these Terms and Conditions and enter into this Contract by providing their electronic signature during the application process.

By signing this Contract, students and, where applicable those signing on their behalf signify that they have read and agree to all of the Terms and Conditions contained or otherwise referenced in this Contract.

#### **I. RESIDENCY**

1. Fairleigh Dickinson University (the “**University**”) and the student (herein called the “**Resident**”) mutually agree to be legally bound by the Terms and Conditions of this Contract.
2. The University and the Resident agree that this Contract confers permission for the Resident to reside in the University residence halls, or an alternate housing accommodation as determined by the University, including, but not limited to, a temporary housing assignment, for the purpose of pursuing educational activities at the University during the applicable academic year. Except where the context otherwise requires, all references to “residence halls” in this Contract also include any alternate housing accommodation made by the University.
3. This Contract does not create, and it is not the intention of the parties to create a lessor-lessee relationship between the University and the Resident with respect to the residence halls or any housing accommodation.
4. This Contract constitutes the full and complete agreement between the University and the Resident and may not be modified in any way without express written consent of an authorized representative of the University. University policies that

are incorporated by reference in this Contract may be updated and revised from time to time by the University without notice to the Resident.

5. The University shall have the right to immediately terminate this Contract and the Resident's occupancy for any of the following reasons:
  - a. Non-payment of housing fees at the time provided;
  - b. Failure to pay, in full, charges for tuition, fees, and room and board, for the prior semester or session;
  - c. Failure to meet the eligibility standards contained herein;
  - d. Disciplinary history/status;
  - e. Student not making successful progress toward a degree;
  - f. Furnishing false information on their applications;
  - g. For reasons of "force majeure" (as defined below), or closing of the facility, or to protect the health or safety of any person, or for administrative reasons;
  - h. When the University deems that a Resident's conduct poses a risk, or potential danger, to themselves or others; or
  - i. For the Resident's breach of community standards or any of the conditions or covenants of this Contract.

In the event of any such termination, all rights of the Resident related to occupancy of the residence hall will be forfeited.

6. A Resident whose Housing & Meal Plan Contract is terminated by the University as a result of the Resident's conduct will forfeit all residency charges for the then current semester. Refunds for the following semester (if applicable) will be made only at the discretion of the Office of Housing & Residence Life. All refunds are subject to limitations under the University refund policy (see section VI.11). A Resident's obligations that by their nature survive termination (such as removing all personal property from their room) will survive any termination of this Contract.

## **II. ELIGIBILITY**

1. Subject to the availability of space, any person who has been recently admitted to the University, or is enrolled, as a full-time matriculating student for the academic year, may enter into this Contract with the University. Prior to checking into the residence halls, all Residents must be cleared by Student Health Services and the Office of Enrollment Services. Enrollment Services clearance includes settlement of all previous assessments, verification of class registration, and prepayment of tuition, room and board, and other applicable fees for the current semester. Medical clearance is based on a student's compliance with required immunizations and submission of all required health records.
2. If a Resident fails to enroll or maintain a full-time status or fails to pay any amounts owing to the University, or if the University terminates this Contract under section I.5, the Resident agrees to vacate the premises within 24 hours after original notification. Failure to do so may result in room and board charges accruing and disciplinary action being taken.

3. A Resident may not sublease, rent a room, or permit another person to share any space in the residence halls. The Resident may use their assigned space as a residence only.

### **III. PERIOD OF CONTRACT**

1. This Contract is for a full academic year and, when signed by the University, entitles the Resident to a space in the residence halls, or when deemed necessary by the University, in an alternate housing accommodation, including, but not limited to, a temporary housing assignment.
2. **For new Spring Residents**, however, the term of this Contract shall be for the entire Spring semester in which a Housing Application has been received.
3. Linden 6 Residents (Metro) are on an academic year-round contract (August to May) and housing is inclusive of Winter and Spring Break periods.
4. Unless otherwise stated, this Contract does not apply to any interim or break periods (Winter Break, Spring Break, Thanksgiving Break, and Summer). Each of these periods requires a separate housing application and Contract. Applications are available via MyHousing. During these periods, residents may be consolidated in specific residence halls.
5. Each semester, published check-out procedures must be completed. Residents must vacate the residence halls within 24 hours after their last final examination or by the official closing time of the residence halls, whichever comes first. Graduating students must check-out of the residence halls according to the established published deadlines.
6. Failure to conduct an official Check-Out Inspection, at the end of the Contract period, which may include an Express Check-Out, as per the established Express Check-Out procedures, may result in an Improper Check-Out Fine and the forfeiture of the Resident's right to appeal any damage billing charges.
7. Failure to depart the residence halls by the established closing time at the end of each semester may result in a Late Departure Fine. In addition, the University reserves the right to remove and store any personal belongings that the Resident does not remove in a timely manner, and additional charges for removal and storage may be assessed. Personal belongings will be discarded if not claimed within one week of the date of removal.
8. Residents may not occupy or leave personal belongings in any residence hall before the residence halls are officially open or after the residence halls have closed for the academic year.

### **IV. APPLICATIONS & DEPOSITS**

1. Housing applications for first year and new students must be received by May 1 for primary housing consideration. Assignments are made based on deposit date and do not guarantee assignment in a double or single occupancy room.

2. First year and new students are required to pay a non-refundable \$200 deposit before a housing application will be processed.
3. Residence Hall Deposits are applied to the Resident's account in the first semester of the Contract period provided that the Resident does not forfeit the deposit (see section VI.11).

## **V. ASSIGNMENTS**

1. Assignment of, and requests for, roommates shall be in accordance with the University's *Policy on Prohibited Discrimination, Harassment and Related Misconduct*. Therefore, the University will not accept roommate requests, or make roommate assignments, based on, for example, national origin, race, ethnicity, religion, age, disability, or sexual orientation. However, the University reserves the right to use age, sex, or gender in making room assignments, as permitted by law.
2. The University cannot guarantee a Resident a particular type of accommodation. Room assignments are made in accordance with the established policy for priorities and on the basis of available space.
3. The Resident agrees to provide the University with the information and preferences requested on the Housing Application for the purpose of hall, room, and roommate assignments. The Resident will be held accountable for the information they provided on the Housing Application.
4. All roommate requests must be submitted online via MyHousing using the Roommate Search tool (or other application made available by the University). To request a roommate, both Residents must submit a Housing Application and pay the Residence Hall Deposit (first year and new students) by the established deadline. Returning students who participate in the Spring Room Selection Process will make their request during this period. New and first-year students will make their roommate request during the Summer Roommate Request period. The University tries to honor roommate requests, but without guarantee. Requests received after the established deadline will be made at the discretion of the Office of Housing & Residence Life.
5. Most Residents will be accommodated in double rooms; however, depending on demand, Residents may be placed in a triple room, or when necessary, in an alternate housing accommodation, including, but not limited to, a temporary housing assignment.
6. Double rooms, unless otherwise specified, are to be occupied by two Residents. If one of the assigned Residents vacates the room, the remaining Resident agrees to accept another roommate as assigned or move to another room if requested. The remaining Resident may not deter someone from selecting the empty space in their room. If they attempt to do so, without limitation of other possible sanctions, the remaining Resident may be assigned to a different room at the discretion of the Office of Housing & Residence Life.
7. All decisions on assignments and other housing conditions will be determined solely by the Office of Housing & Residence Life.

8. The Office of Housing & Residence Life reserves the right to modify room assignments, temporarily or permanently, including, but not limited to, the following reasons:
  - a. Health and safety;
  - b. Catastrophe or other “force majeure” events (see below);
  - c. Closing of facility;
  - d. Irresolvable incompatibility of roommates;
  - e. Alleged or actual violation of community standards;
  - f. When a conflict is not able to be resolved between residents; or
  - g. Consolidation of vacant spaces.
9. Alternate housing accommodations, including, but not limited to, expanded occupancy or a temporary housing assignment may be necessary during the academic year.
10. Rooms will be occupied only upon assignment and room changes must be authorized by the Office of Housing & Residence Life.
11. The Office of Housing & Residence Life reserves the right to levy an administrative charge for unauthorized moves or failures to follow proper check-in and/or check-out procedures.
12. Residents must check-in by the first day of classes or notify the Office of Housing & Residence Life, in writing, of late arrival to schedule a check-in appointment.

## **VI. CANCELLATIONS AND REFUNDS**

1. To request a cancellation of this Contract, a Cancellation Request Application must be submitted online via MyHousing (or other application made available for this purpose by the University). The deadline for requesting a cancellation for the Fall is August 15 and the deadline for Spring is December 1. If the academic calendar is modified by the University, the deadlines may be adjusted by the University to accommodate the changes.
2. All Residents must receive prior authorization and official notification from the Office of Housing & Residence Life to cease to reside in their assigned rooms or to terminate their Contract.
3. Residents who do not claim their room assignment by 5:00 p.m. on the first day of classes in the Fall or Spring semester are subject to cancellation and/or room reassignment. In addition, a Resident may be responsible for any applicable room and board fees.
4. All Residents who claim their room assignments for the Fall semester will be charged for both the Fall and Spring semesters.
5. Contracts for the Spring semester may be cancelled by the Resident for the following reasons only (and the provisions of section VI.11 will apply):
  - a. Graduation;
  - b. Transferring to another institution;
  - c. Taking a leave of absence;
  - d. Academic internship or co-op;

- e. Attendance at another FDU campus; or
  - f. Withdrawal from the University.
6. Current Fall Residents who desire to be released from their Contract for the Spring semester for reasons other than stated in section VI.5 must submit a Cancellation Request Application online via MyHousing for consideration by December 1. The Office of Housing & Residence Life has sole discretion on whether to fulfill the request. Any refunds, if applicable, will be based on the University refund policy (see section VI.11).
  7. Residents who have been released from their Contracts must vacate their rooms and conduct a check-out inspection with a staff member of the Office of Housing & Residence Life or via an Express Check-Out as per the established Express Check-Out procedures.
  8. Residents who have been excluded from the University for academic reasons must notify the Office of Housing & Residence Life immediately by submitting a Cancellation Request Application online via MyHousing. Failure to do so may result in room and board charges being assessed. Refunds, if any, will be made in accordance with the University refund policy (see section VI.11).
  9. If a Resident's Cancellation Request Application is approved, but the Resident does not remove their personal belongings, the Resident will continue to incur room and board charges. Additional charges may be assessed for the removal and/or storage of personal belongings. Personal belongings will be discarded if not claimed within one week of the date of the approval of the Cancellation Request Application. The University does not assume any responsibility for unclaimed items.
  10. All refunds are contingent upon the following conditions:
    - a. Compliance with University Policy and the provisions of this Housing & Meal Plan Contract;
    - b. Prior settlement of all damage charges and fines; and
    - c. Written notification and timely notice to the Office of Housing & Residence Life regarding cancellation of room assignment.
  11. The Resident may be entitled to a partial refund of the room and board charges (not including any deposit), providing the Resident adhered to established procedures. Listed below is the University refund schedule for determining room and board refunds.

<b>Time Period</b>	<b>Amount Refunded for Applicable Semester</b>	<b>Amount Retained by the University</b>
Cancellation by August 15 for Fall and December 1 for Spring	100%	0%
On August 16 for Fall and December 2 for Spring	90%	10%

through the first week of the applicable semester		
During the second week	80%	20%
During the third week	60%	40%
During the fourth week	40%	60%
During the fifth week	20%	80%
<b>No Refunds After Fifth Week of the Applicable Semester. Dates are subject to change to track modifications to the academic calendar.</b>		

12. All refunds will be made in the form of a credit to the Resident's account.
13. The University reserves the right to cancel room assignments of Residents who are not registered for full-time classes (12 credits undergraduate or 9 credits graduate) by August 15 for the Fall semester and January 15 for the Spring semester.
14. The University shall have no liability for failure to perform under this Contract due to events or conditions beyond its reasonable control that hinder ("force majeure"), including, without limitation, by reason of governmental order or regulation issued or modified after the execution of this Contract; state of emergency; act of war; terrorist activity; storm or other weather related or natural disaster; fire; labor shortage; resurgence or outbreak of Coronavirus or other communicable diseases, viruses, or illnesses requiring quarantine or significant curtailment of activities, or other pandemics or epidemics; or other circumstances beyond the University's reasonable control that hinder performance, whether or not similar to the specific examples listed here. Without limitations, events that make performance commercially impractical or inadvisable will constitute force majeure without the necessity of the University incurring significant costs to provide a work-around or other means of performance. If the University terminates this Contract for reason of force majeure, the University will determine in its sole discretion whether to refund any portion of the room and board charges beyond the amounts identified in section VI.11, based on the duration, timing, severity, and nature of the force majeure event.

## **VII. FURNISHINGS, UTILITIES, AND SANITATION**

1. The University agrees to furnish rooms with a bed, dresser, closet space, a desk, and a desk chair for each Resident, except for alternate housing accommodations, including, but not limited to, residence hall rooms/spaces converted to accommodate additional residents.
2. The Resident understands that they are responsible for furnishing their own bed linens, blankets, pillows, and towels.
3. Residents may not remove any furniture from their room, suite, or building. Additionally, Residents may not move any furniture belonging to the University into their room, suite, or building that was not originally intended to be there.

4. The University reserves the right to levy and collect charges for damages, unauthorized use, and/or alterations to rooms, furnishings, or equipment.
5. The Resident may not install equipment, make alterations, or conduct repairs to their room without prior written permission from the Office of Housing & Residence Life and Facilities Department.
6. Modification of the intended use of room furnishings is prohibited.
7. The University will provide reasonable amounts of heat, cooling, water, electricity or other utilities during the Contract period. Interruptions of any or all of these services, on a temporary basis, for reasons including, but not limited to, maintenance, repair, or force majeure will not constitute a breach of this Contract and the University assumes no responsibility for damages such as food spoilage.

#### **VIII. CARE OF FACILITIES**

1. Residents are responsible for maintaining (and for cooperating with their roommates' efforts to maintain) sanitary standards, including ordinary cleaning and maintenance, within their room, suite, and residence hall that protect the safety, health, and well-being of all residents.
2. The Resident shall immediately inform the staff of any deteriorated conditions of the room, suite, and/or building or its furnishings.
3. The Resident agrees to pay charges, when assessed, for damages or special housekeeping/maintenance services, due to misuse or abuse of facilities for which the Resident is responsible. The Resident also agrees to pay an equal portion of charges assessed to all occupants of a room, suite, and/or residence hall when the individuals responsible for the damages are not identified.
4. The University reserves the right to assess the expense of repairs or replacement of damaged or missing University property to the residents of a room, suite, floor, or hall unless the individuals responsible for the damages are identified.
5. The Resident agrees to use public areas and residential corridors in a careful and proper manner and to contribute to the orderliness and cleanliness of all residence hall areas.

#### **IX. ROOM ENTRY AND INSPECTION**

The University reserves the right to enter and inspect rooms for the purpose of a Room Inspection or a Room Search, including, but not limited to, for any of the following reasons. By entering into this contract, the Resident consents to the University's entering and inspecting their room, to the consent is required:

- a. Checking for violations of University policy as well as federal, state, and local laws;
- b. Maintaining sanitary and other standards that protect the safety, health, and well-being of all residents;
- c. Ensuring that University property is being properly maintained, completing repairs, and fulfilling custodial responsibilities;



- d. Conducting Health & Safety Inspections;
- e. Ensuring against fire hazards and other conditions that might place the Resident or community in danger, potential harm, or reasonable apprehension of harm;
- f. Dealing with emergency situations, including assisting Police, Fire, or Emergency personnel; and/or
- g. Addressing a problem in a room/areas when the occupants are not present and/or cannot be contacted but has created a situation which disrupts other Residents living in the community (alarm clock, stereo, etc.)

**X. FEES AND BILLING**

1. All University room and board rates as well as other fees are subject to annual change at the discretion of the University.
2. Each Resident will receive a bill for the upcoming semester's room and board charges (one-half of the annual charge) approximately 30 days prior to the beginning of the semester, provided that the Resident has met all published deadlines.

**XI. FOOD AND OTHER SERVICES**

1. All Residents living on campus are required to participate in one of the University's meal plans.
2. Residents who reside in Linden 6, University Court 4, University Court 6, and University Court 10 (Metro) or Park Avenue (Florham) may request any available meal plan, except for the commuter meal plan. Requests can be made at the time of application or via a Meal Plan Change Request by the established deadline.
3. Modifications to the meal plan requirement may be requested for medical, religious, or schedule conflict (work/internship) reasons only when supported by documentation reasonably acceptable to the University. A Meal Plan Modification Request must be submitted online via MyHousing by the established deadline for each semester.
4. A Meal Plan Change Request must be submitted online via MyHousing by the first day of classes each semester. Additional information is available in the Resident Manual or online at [www.fdu.edu/reslifemetro](http://www.fdu.edu/reslifemetro) (Metro and Florham).
5. Unless otherwise announced, the first meal of the Contract period is Brunch one day before the first day of classes.
6. Food services are not typically available during interim periods (Winter Break and Summer) or during University breaks (Thanksgiving and Spring Break).
7. Washers and dryers are available in the residence hall areas for resident use only. No linen services are provided.
8. Mail is delivered each weekday, excluding holidays and days the University is closed, to student mailboxes or mailroom.
9. The University provides wired and wireless internet in the residence halls. Each residence hall room is equipped with data ports for access to the local area network (LAN) for each occupant. This system is a common server that utilizes multiple software

packages, including Internet and e-mail servers. Residents must purchase an Ethernet cord to access this system. Residents must comply with all University computing policies, including the Acceptable Use Policy. The University does not guarantee that Internet services will be uninterrupted or available for any minimum period.

10. **FDU Alert**, the University's emergency notification system, is designed to alert, warn, and inform registered members of the University community of what to do in case of an emergency, a disaster, a crisis, or any other situation that affects the University community. All Residents must register their contact information with FDU Alert. Residents also have the option to provide additional mobile and email contact information to include parents, legal guardians, and others when FDU Alert is activated in the event of a campus emergency. For more information or to sign up or update contact information, visit <http://www.fdu.edu/alert/>. Residents who fail to provide appropriate contact information will be held responsible for any information distributed by this means and agree to hold the University harmless in the event the Resident does not receive certain information distributed in this manner. In addition, Residents may be subject to administrative actions including, but not limited to, student account holds, housing registration holds, and/or suspension of residence hall access.
11. Each Resident is required to setup and maintain an FDU NetID Account. The University sends out routine information and reminders as well as emergency information and other communications to FDU NetID Accounts. Residents must check their accounts on a regular basis. Residents will be held responsible for information sent via this official means of University communication.

## **XII. RESIDENCE HALL REGULATIONS**

1. Residents agree to abide by the Resident Manual, the Student Handbook, and all other FDU policies as each applies to the residence halls (collectively, the "Residence Hall Regulations") and other such rules, policies, and procedures established by the University, each as amended from time to time. Each Resident is responsible for keeping apprised of the most current version of these rules, policies, and procedures, whether or not they receive notice of any change or update.
2. Without limitation, the Residence Hall Regulations include the COVID-19 and Public Health-Informed Addendum available at <https://www.fdu.edu/wp-content/uploads/2020/08/200810-housing-guidelines.pdf>.
3. Infractions of any of these regulations may result in administrative or disciplinary actions including, but not limited to, fines, loss of privileges, change of residency, or disciplinary sanctions. Conduct that is inconsistent with the goals and objectives of the University will not be tolerated. Residents are required to become familiar with and abide by their responsibilities as outlined in this Contract, the Resident Manual, the Student Handbook, and in any additional publications from the Office of Housing & Residence Life or the University. Residents who violate their responsibilities are subject

to disciplinary measures both under this Contract (e.g., loss of housing privileges) and under other University processes.

4. The Resident Manual is available online at [www.fdu.edu/residentmanual](http://www.fdu.edu/residentmanual). The Student Handbook is available online at <http://view2.fdu.edu/publications/student-handbook/>. These manuals may be amended from time to time, without notice, and the most current version will apply.
5. The Resident's disciplinary records will be reviewed at the end of each semester. Based on a review of an individual's disciplinary history, the privilege of residing on campus for the subsequent semester or future academic years may be revoked by the University.
6. The Resident agrees to immediately report the loss of ID card and/or physical key to Public Safety and shall be required to pay the charges for replacement.

### **XIII. LIABILITY; OTHER**

1. The University is not liable for the replacement or repair of personal items that are damaged while the Resident resides on campus, whether or not caused by the University's actions or inactions. Residents are responsible for any liability to other persons resulting from damages to or loss of property. The University strongly advises all students to obtain appropriate private insurance to cover loss of personal property and liability for injury to person and property while residing on campus and to remove personal items from their room prior to University recesses.
2. **To the fullest extent permitted by law, the University will have no liability for, and expressly disclaims, any liability based upon a third-party claim or for any consequential, incidental, indirect, exemplary, or similar damages of any type whatsoever, even if apprised of the likelihood of such damages occurring. The Resident will indemnify and hold the University harmless from any and all suits, actions, liabilities, injuries, losses, or other claims whatsoever relating to or arising from (1) any injury or damage to the Resident's person or property while a Resident of a residence hall under this Contract or (2) the acts or omissions of the Resident (including, without limitation, the Resident's negligence, breach of this Contract, or violation of law or University policy).**
3. The Resident may not assign or transfer their rights and responsibilities under this Contract to any other person, and any attempt to do so shall be void. If a provision of this Contract is void or invalid but would be valid and effective if appropriately modified, then such provision will apply with the modification necessary to make it valid and effective. If such provision cannot be so modified, the invalidity or ineffectiveness thereof will not affect or impair the validity or legal effect of any other provision of this Contract. This Contract is governed by New Jersey law, as applicable to contracts entered into and performed entirely in the State of New Jersey.
4. Any notices to the Resident in connection with this Contract may be provided through e-mail, first class mail, personal delivery, or other reasonable means at the Resident's last known address.