

## Monmouth University-Residence Hall Contract

### Housing Information

1. Students are assigned roommates without regard to race, color, national or ethnic origin, religion, sexual orientation, physical disability, or other legally protected classes.
2. University Housing applications require a \$150.00 deposit.

### Terms of Contract

Monmouth 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. The Residence Halls close for Fall Break, Thanksgiving Break, Semester Break and Spring Break. The contract commences when the Resident takes possession of the room key or on the move-in date designated by the Office of Residential Life. Students who have not taken possession of their room key(s) by 4:30 p.m. within three days of the designated move-in date will forfeit their room assignment. The contract termination date is the day after Commencement for Graduating Seniors. For residents who are not graduating, it will be the last day of finals or 24 hours after the Resident's last exam, whichever is earlier. The Contract may also be terminated upon the Resident's receipt of written notification from the University of his/her removal and prohibition from University Housing. In consideration of this **two-semester** housing assignment, the Resident agrees to:

1. Pay the Residence Hall room rental fee.
2. Purchase a meal plan (Great Lawn, Garden, Maplewood, Pier Village, and University Bluffs Residents excluded).

Residents are billed these charges **per semester** by the Bursar's Office. The room rental fee is subject to final approval and does not include vacation periods when the halls are officially closed. Residents who are allowed to remain on campus will be required to pay an additional room fee and must provide their own meals.

### Room Deposit and Cancellation

The room deposit is refundable provided the request is made in writing, with supporting documentation, and received in the Residential Life Office postmarked by May 1<sup>st</sup>. The room deposit is not refundable for continuing students who have agreed to a housing assignment through the room selection process for University sponsored housing on-campus and off-campus. The entire room deposit is non-refundable for contracts entered into after May 1<sup>st</sup> and subsequently cancelled. All deposits that are made for the Spring Semester are refundable if the Residential Life Office is notified in writing, with supporting documentation, by December 1<sup>st</sup>. Refunds applicable to this contract will be calculated upon proper check out as outlined in the Residential Life Guidebook. Additionally, all refunds will follow the University Refund Policy under the parameters of the Federal Refund Policy and the Residential Life Guidebook. If a contract is cancelled after a student has received a housing assignment, a **\$500 cancellation fee** will be assessed.

### Room Deposit and Cancellation: Extenuating Circumstances

A resident may request to be released from the Residence Hall Contract assignment at semester break without forfeiture of spring semester charges in the following cases only: 1) Withdrawal from the University, 2) Academic Dismissal, 3) Graduation, 4) Student Teaching, 5) Studying Abroad/University Sponsored Internship, or 6) Leave of Absence. The Office of Residential Life must be notified of this request **in writing**, with supporting documentation, by December 1<sup>st</sup> for the Spring semester.

### The Resident Agrees:

- 1) To be accountable within University housing for all behavior.
- 2) To abide by the rules and regulations contained in this Residence Hall Contract, Student Handbook, and Residential Life Guidebook including all amendments and modifications in effect while the student is a Resident, regardless of when the amendment and/or modification was made.
- 3) To abide by all Federal, State and Local laws.
- 4) To reside in the assigned room with his/her assigned roommate and to vacate and remove all personal property from the room, suite and /or apartment when the Residence Hall Contract is terminated.
- 5) To abide by Residential Life's room change policy, detailed in the Residential Life Guidebook.
- 6) To assume all responsibility for personal belongings. Residents are encouraged to carry personal property insurance if their personal property is not covered under their homeowner's insurance. The University does not assume responsibility for damage or loss to residents' belongings, regardless of cause.
- 7) To keep the room, suite and/or apartment clean and fit for habitation. The resident will be responsible for all damages done to the 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 (e.g., reporting needed repairs to Facilities Management).
  - 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 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/Apartment Condition Report (RCR). The Resident agrees to accept responsibility for damages and items missing at the end of the semester (or termination of the Residence Hall Contract) which are not listed on the RCR.
  - b. Damage to the halls, lounges or other public areas is the responsibility of the Resident and/or Resident's guest who caused the damage. In those cases when the identities of the parties who caused the damage to the halls, lounges or other public areas cannot be determined, the University will charge collectively. The Residents residing in that area or hall agree to pay the cost of repairs and replacement for those damages.
- 8) To avoid and refrain from the use, possession or sale of any and all narcotics or other controlled substances. The odor of controlled substances will constitute use and possession. Violations of the Code of Conduct are considered very serious and will result in fines and/or eviction from University housing and/or expulsion from the University.
- 9) To conform to New Jersey law and University policy regarding alcoholic beverages. A Resident who is under the age of 21 and who possesses or consumes alcoholic beverages,

or is under the age of 21 in a room where alcoholic beverages are present, is in violation of University regulations and is subject to University disciplinary action. Beer kegs, mini kegs or beer balls are not permitted. Alcohol is prohibited in Elmwood, Mullaney, and Pinewood Halls, as well as those residential areas designated "First Year Student" or "Substance Free."

- 10) To conduct his/her activities so as not to interfere with the quiet enjoyment of others. **Quiet hours are 10 p.m. – 10 a.m. Sunday through Thursday and midnight-11 a.m. Friday and Saturday.** These hours may be modified during specific periods of the semester (e.g., Finals Week, etc.) as well as at the discretion of the Area Coordinator.
- 11) To abide by the Guest and Visitation Policy as detailed in the Student Handbook and Residential Life Guidebook. Residents are held responsible for all of their guests' actions within the Residence Hall. The Resident must accompany guests at all times, while they are visiting in the Residence Halls.
- 12) Not to allow any persons other than assigned roommates to live in the room/suite/apartment. Violation of this restriction is considered very serious and may result in fines, eviction from University housing and/or expulsion from the University.
- 13) Not to misuse, abuse or tamper with fire safety equipment, including but not limited to extinguishers, smoke detectors, pull boxes, fire door alarms, and signs. Residents are required to vacate the building promptly in the case of all fire alarms. Violations of these safety requirements are considered very serious and may result in fines and/or eviction from University housing and/or expulsion from the University.
- 14) Not to smoke in the residence halls or apartments. Smoking shall be defined as the burning of, inhaling from, exhaling the smoke from, or the possession of a lighted cigar, cigarette, pipe, or any other matter or substance which contains tobacco or any other matter that can be smoked, or the inhaling or exhaling of smoke or vapor from a hookah, an electronic smoking device (e-cigarette), or vape.
- 15) Not to lend room keys. Room keys may not be duplicated under any circumstances. Lost or stolen keys are to be reported immediately to the Office of Residential Life and will require a lock change, to be paid for by the Resident. Residents may not add locks/alarms/chains or otherwise alter locks on any doors.
- 16) Not to possess or use fireworks, dangerous chemicals, firearms or weapons at any time.
- 17) In the Residence Halls, refrigerators may not be larger than 3.2 cubic feet. The Residential Life Guidebook details all appliance restrictions.
- 18) Not to remove or open window screens or to pass anything through the window in either direction.
- 19) Not to install waterbeds, build a loft with furniture, or stack furniture.
- 20) Agrees to follow the University's Child Visitation Policy.
- 21) Agrees to pay All University accounts in full.
- 22) Agrees that all terms and conditions set forth in this contract apply to all University owned and sponsored housing.
- 23) Agrees that additional stipulations may be set for University-sponsored housing.
- 24) Agrees to be in compliance with all regulations set by the University Health Center
- 25) Agrees to be registered for a full-term schedule (no less than 12 undergraduate credit hours per semester or 6 graduate credit hours), actively participate in a full course load, and attend classes on a regular basis as per University policy or be subject to removal from University owned or sponsored housing.

### The University:

1. Reserves the right to enter a room for inspection of facilities for health, safety, and maintenance, for damage to space or equipment, for occupancy verification, and to uphold University policy or in the event there is reason to believe a policy violation is occurring.
2. **Shall not be liable for:** failure of water supply, electric current or heating/cooling system; presence of bugs, vermin or insects; the loss, damage or injury to a Resident, his/her guest or the property of any of them.
3. Agrees to exercise every reasonable caution to safeguard the health, safety, and facilities for each Resident and will make every good faith effort to repair properly reported defects or deficiencies in the Residence Halls/Apartments.
4. Agrees to provide the Residence Hall student with a meal plan after all applicable fees have been paid.
5. Reserves the right to take appropriate disciplinary action, including immediate termination of the Residence Hall Contract and immediate eviction from University Housing for conduct which is found by the University in its sole and absolute discretion, to be in violation of the University's rules, regulations, policies, and/or the Residence Hall Contract, or which is otherwise detrimental to the health, safety and welfare of the Resident or others, or disruptive of the housing environment.
6. Reserves the right to move a Resident from one room/hall 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 his/her fellow students and/or the University's.
7. 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.
8. Reserves the right, in its sole and absolute discretion, to remove a Resident from University Housing and terminate the Residence Hall Contract for failure to meet financial obligations to the University; behavior not conducive to a living-learning environment; violation of the Residence Hall Contract; posing a threat to the health, safety, and/or welfare of the Resident or others in the University community; failure to remain in good standing with the University.
9. The University reserves the right to impose a nominal fee for Residents who reside within the Residence Halls/Apartments during breaks.
10. The University reserves the right to transport residents to the local hospital for medical treatment and/or the general safety of individual(s) when deemed appropriate by University Officials.

**The Resident who withdraws from the University or whose Residence Hall Contract is terminated is responsible for all financial obligations as stipulated in this Residence Hall Contract and is required to vacate the room within 24 hours or as stated in writing by the University. The Resident must complete a room inspection with a Resident Assistant, sign the RCR and return the room and building keys. Failure to do so will result in disciplinary actions and/or fines. This contract/application must be submitted upon receipt of the contract. The University, as stated in the Student Handbook, may amend all material within this contract.**