

2017-2018 RESIDENTIAL STUDENT SERVICES HOUSING TERMS AND CONDITIONS

TERMS OF CONTRACT

Kean University, hereinafter called the "University", shall provide the student, hereinafter called the "Resident", with a residence hall space. Occupancy begins 1-2 days before classes begin as specified in the housing assignment letter and ends the day of the Resident's last final examination. Residents must move-in within 48 hours of opening day for each semester or summer session (or notify the Office of Residential Student Services, in writing, of any delays) or lose their housing. No exceptions or cancellation of this contract will be made without the Resident's notification in writing and prior approval of the Office of Residential Student Services.

THE RESIDENT'S BASIC RESPONSIBILITIES

- 1. Full-Time Student Status: Only full time matriculating students of Kean University are eligible to live in the residence halls. According to University policy, to be considered full time status, a student must carry a minimum of twelve (12) credits as an undergraduate student and nine (9) credits as a graduate student, per semester. If the Resident falls below that minimum credit amount, his/her Residence Hall Contract may be terminated or suspended. The Office of Residential Student Services reserves the right to review all academic credits.
- 2. **Personal Information:** The Resident agrees to maintain and update all personal information the University requires including: home/mailing address, e-mail address, emergency contact telephone number and e-mail address, home/cell telephone numbers with the Office of Residential Student Services and the Registrar's Office. The student is expected to use and check the Kean University assigned e-mail account regularly.
- **3. Contract Cancellation:** A Resident canceling this contract must notify the Office of Residential Student Services in writing and complete a "Petition to Break the Residence Hall Contract" form in order to process the appropriate refund in accordance with the University refund policy. Residents must remove all personal belongings, return keys and complete all move-out paperwork. If any of the above requirements are not followed, the University will deem that the Resident has not vacated the residence hall space and will continue to be charged for the space. If a resident withdraws from the University he/she must notify both the Admissions Office and the Office of Residential Student Services in writing. In order to avoid a cancellation fee (10% of the housing rate), Resident must cancel the Residence Hall Contract by June 1, 2017 for the fall 2017 semester and November 20, 2017 for the spring 2018 semester. A student that is assigned after the deadline date has three (3) business days from the date of notification of assignment to cancel their housing.
- 4. **Financial Standing:** The Resident is expected to be current with their tuition and housing bills by the due date established by the Office of Student Accounting. If a Resident fails to complete payment on time, his/her Residence Hall Contract shall be terminated or suspended upon review by the Office of Residential Student Services.
- 5. Academic Standing: The Resident must remain in good academic standing while residing in the residence halls. The Resident is expected to maintain the University's required Grade Point Average based on the Resident's academic program. If a Resident falls below that minimum, his/her Residence Hall Contract shall be terminated or suspended upon review by the Office of Residential Student Services.
- 6. Meal Plan: The Resident is required to purchase a meal plan. Cancellation requests for the meal plan must be done in writing to the Office of Disability Services. A cancellation fee will be assessed based on the University's cancellation policy.
- 7. Health Insurance: The Resident must provide proof of their current health insurance plan. The Resident must enter the insurance information on KeanWise. Students will not be permitted to move in without completing this action. They must also

have a copy of the front and back of the insurance card available upon request by Student Health Services.

- 8. Meningitis Vaccination: In accordance with New Jersey State Law (C.18A:62-15.1) <u>ALL</u> students residing in university sponsored housing <u>MUST</u> have received the meningococcal meningitis ACWY vaccine within the last five (5) years <u>and</u> provide proof of vaccination prior to or at the time of room check-in.
- 9. Campus Alert: The Resident agrees to register and keep up to date the contact information in the campus alert system.
- **10.** Adherence to Policies: The Resident agrees to become familiar with and abide by all rules, regulations, policies and procedures as outlined in the *Residential Student Services Handbook*, the *Kean University Student Handbook*, and *Student Code of Conduct*. These policies and procedures are incorporated herein as if set forth in length. The resident understands that the University may take appropriate action for conduct which is found by the University to be in violation of such rules, regulations, or policies and procedures as outlined above.
- 11. Compliance with Safety Policies and Procedures: The Resident shall comply with all University policies and procedures, Including without limitation, the Prohibited Items/Dangerous Practices section in the Residential Student Services Handbook. Examples of prohibited items include but are not limited to possession or use of fireworks, dangerous chemicals, firearms or other weapons, use of extension cords (power strips/surge protectors are acceptable provided that they are UL approved) and appliances SPACE HEATERS AND AIR CONDITIONERS ARE NOT PERMITTED.
- **12. Room Assignments:** The Resident must live in the assigned room space with the assigned roommate(s) and vacate and remove all personal property from the room when the contract is concluded or terminated. No room changes may be made without prior approval from the Office of Residential Student Services.
- **13. Damage Prevention/Alterations to Premises:** Damage charges may be assessed regardless of whether the neglect was committed directly, or resulted as a failure to prevent or report damages. Please note residents will be held responsible for damages committed by their guests. As an obligation of community living, common area (i.e. lounges, hallways, exterior grounds, etc.) damages are the responsibility of every resident in each residence hall. Any changes, alterations, or additions to the premises (i.e. painting walls, installing permanent carpet and/or floor tiles, etc.) are strictly prohibited.
- 14. Compliance with Laws: The Resident agrees to comply with all applicable federal, state and local laws, ordinances, rules and regulations.

UNIVERSITY RIGHTS:

- 1. Room Assignments: The University reserves the right to consolidate residents in order to maximize the utilization of space. In addition, the University reserves the right to make room/apartment assignments and re-assignments, for the benefit of the Resident or the University, or in the event of an emergency, which may result in triple occupancy rooms.
- 2. Academic Requirements: The University reserves the right to review Resident's academic records, academic standing and require Resident to participate in academic support programs in compliance with University Policy. If the Resident does not show academic progress, he/she may have his/her housing contract terminated or suspended.
- **3.** Modification of Rules and Policies: 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 university community. The University also reserves the right, as a safety measure, to remove unsafe or illegal materials or equipment.
- 4. Remedies for Violations of Housing Policies: The University reserves the right to take appropriate action, including fines, penalties, and/or immediate suspension or termination of the Residence Hall Contract and removal from the residence halls for conduct found to be in violation of this contract and/or the rules and regulations of the University. Disciplinary files maintained by the Office of Residential Student Services are cumulative in nature and confidential.
- 5. Right to Access and Entry: The University reserves the right to enter a room for inspection for: health, safety and maintenance; damage to space or equipment; or, to uphold University policy. Should the University terminate the contract, the Resident shall vacate the Residence Hall within 48 hours unless special permission, in writing, has been obtained from an authorized official in the Office of Residential Student Services.
- 6. Responsibility for Damage and Loss: The University shall have no responsibility for theft, destruction, damage, or loss of property belonging to, or in custody of, the Resident, from any cause whatsoever whether such losses occur anywhere in the

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residence halls or elsewhere on campus. As a result, Resident is strongly encouraged to carry his/her own personal property *insurance* (check your parent/guardian's homeowner/renters insurance to see if your on-campus property is covered. If not, stop by the Office of Residential Student Services for an application from an independent, outside agency). Additionally, the University shall not be liable for any failure of water supply, electric current, telephone and/or internet connection nor for injury or damage to persons or property caused by natural disasters or by other residents or persons within the halls. The University shall not be liable for the presence of bugs, vermin or insects.

- 7. Kean Identification Card: The University and its personnel reserve the right to demand a resident and guest to produce a University identification card or other form of identification to ascertain identity. Failure to produce the identification card will result in disciplinary action against the resident.
- 8. No Waiver: The waiver or failure of the University to exercise any right provided for herein shall not be deemed a waiver of any further right hereunder.
- 9. Contract Interpretation: The final interpretation of any contract provision is at the sole discretion of the University.

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