

THE LICENSE, titled the “*Residence License and Dining Services Agreement Academic Year 2009-2010*” (commonly known as the *Housing Contract* or *Housing License*) is a legally binding agreement which all residents agree to electronically prior to selecting their room assignment. Submitting payment of the housing application fee and being offered a housing assignment by the University enters the student into a legally binding contract with the University and financially obligates the student to pay for the full term of the Housing License Agreement. The authentication procedures for the Web Information System, RMS, serve as an electronic signature for students. Electronic submission of application information does not guarantee confirmation of a housing assignment. Once this *License* is agreed to, the student is committed to campus housing for a full academic year. Students are only released from their *Housing Contract* if they are no longer enrolled in the University. Signing an off-campus lease will not release you from your *Housing License*. If a student chooses to move off campus, he/she will not be guaranteed housing for the following year, but may apply for wait-list status.

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**A. GENERAL HOUSING TERMS AND CONDITIONS**

1. The *Residence License and Dining Services Agreement* is for the entire 2009-2010 academic year and cannot be transferred to any other academic year. No refunds will be issued for the remainder of the academic year for housing cancellations after the 2009 Fall Semester check-in date, August 30, 2009.
2. No student under the age of 17 will be permitted to live in the residence facilities unless by special permission from the Director of Residential Education and Services.
3. Residence accommodations are available only to registered students of the University. Priority is given to undergraduate students registered for and maintaining 12 or more credits per semester, and graduate students registered for and maintaining 9 or more credits per semester.
4. Students living in the traditional residence halls are required to maintain one of the main residential meal plans. Residents of The Village at Little Falls, the Clove Road Apartments and the hotel contracted with the University for the 2009-2010 academic year, currently, the La Quinta Inn, are not required, but are encouraged to enroll in any of the meal plans offered. Red Hawk Dollars can be purchased and used at most dining and vending locations. (Please see Part II for Dining Service Agreement.)
5. All students requesting housing must pay a **non-refundable** \$125.00 housing application fee and complete the on-line bed selection or application process. The fee will be credited to the student’s University account; however, if a student refuses a housing assignment, withdraws from the University, removes themselves from the wait list or fails to respond to inquiries made by the housing office via MSU email or phone within 48 hours, or is released from the housing contract, the housing application fee will be forfeited.
6. Failure to occupy an assigned space after agreeing to the *Residence License* does not relieve the student of the responsibility to fulfill the terms of this *Agreement*. Similarly, a student who accepts keys to the assigned space without agreeing to the *Residence License* is nevertheless responsible for all the terms and conditions of this *License Agreement*.
7. No commercial activity may be conducted in or from any University residential facility. In addition, babysitting is not permitted in any residence facility.

8. Any Resident who becomes ineligible for housing and is directed to vacate his/her assigned space may not remain in a University residence facility as an overnight guest of another resident.
9. All residential facilities at Montclair State University are completely non-smoking. No one (including guests of the Resident) may smoke in any room, suite or apartment. Any violation of the no-smoking policy may be adjudicated through the campus judicial system.
10. The Resident and the University shall faithfully observe and comply with all applicable provisions of the *University's Student Handbook* and any amendments thereto. In addition, each Resident agrees to abide by: (1) all policies and procedures contained in the *Resident Handbook*, and (2) applicable individual building policies.

#### **B. TERMINATION BY THE UNIVERSITY**

1. The University may terminate this *License Agreement* and take possession of the assigned space for, but not limited to, the following: (1) violation of any University rule or regulation and/or Federal and State laws; (2) reasons pertaining to health, safety and welfare of any student, guest or member of the University community; and (3) violation by a Resident that infringes upon the rights of others.
2. The University may take possession of the room/apartment 24 hours after the Resident has been notified that his/her *Residence License Agreement* has been terminated. The possessions left on the premises by a Resident after the deadline shall be deemed abandoned. Any cost incurred in the removal of abandoned property will be billed to such resident.
3. If a Resident is removed from housing as a result of judicial action taken by the University, the Resident may appeal the decision in accordance with the procedures delineated in the University's Student Handbook. A final termination notice will not be issued until the Resident has completed the appeal process, unless the University, in its sole reasonable discretion, determines that permitting the Resident to remain in the facility constitutes a danger to individuals and/or the University community.
4. Dismissal from housing as a result of an administrative decision of the Director of Residential Education and Services, or the Director's designee, will be considered final and not subject to appeal by the Resident.

#### **C. ROOM ASSIGNMENTS**

1. Room and roommate assignments or reassignments are made without regard to race, creed, color, sexual orientation, religion, or national origin. Complaints of unequal treatment may be referred to the Director of Residential Education and Services or the Associate Vice President for Student Development and Campus Life.
2. The University reserves the right to refuse housing to any individual whose presence may not be in the best interest of the community. Residents are expected to consistently demonstrate a willingness and ability to maintain reasonable roommate and community relationships. Failure to do so may result in the termination of this *License Agreement*.
3. No room changes are permitted during the first two full weeks after classes begin, as well as during the room freeze period at the end of each semester. Room changes require written approval from the Office of Residential Education and Services. An unauthorized room change is cause for judicial action and/or termination of the *License Agreement*.
4. The University reserves all rights in connection with the assignment, re-assignment, or over-assignment of any room, or the termination of its occupancy. The University also reserves the right to reassign a Resident to another room/apartment for renovations, repairs or health and safety issues. The University will give a minimum of three business days' notice prior to reassignment. In the event of an emergency, a Resident may be moved without prior notice.
5. Students requiring special accommodations must submit supporting documentation to the Director of the Disability Resource Center, who will review and forward recommendations for room assignment to the Department of Residential Education and Services. All disability records are strictly confidential.

6. The Village at Little Falls, Clove Road Apartments and Russ Hall are the only residential facilities open during recess periods within the academic year. (Please see item 6, under Section H: "Billing and Refunds," of this License Agreement.)

#### **D. ROOM CONSOLIDATION**

1. The Office of Residential Education and Services reserves the right to change assignments in order to provide for maximum occupancy and utilization of space. Residents living in double or triple rooms that are not fully occupied (under-assigned rooms) will be subject to room consolidation. Consolidation exists to bring equity between residents. Residents in those rooms may be contacted to choose from the following options: (1) have another resident(s) move into their room to fill all spaces; (2) move to another space to fill a room; or, if permitted, (3a) retain the triple room as a double at the prorated cost of a double space for the remainder of the semester; or (3b) retain the double room as a single at 1-1/2 times the cost of the double room rate, for the remainder of the semester.
2. The Office of Residential Education and Services reserves the right to change assignments in order to provide for maximum occupancy and utilization of space in our contracted hotel. Residents living in our hotel facility

#### **E. CHECK-IN**

1. Residents may not occupy residence hall rooms when the residential facilities are closed, unless authorized by the Director of Residential Education and Services. Opening and closing dates for the residence facilities are listed at the end of this document.
2. Residents must check-in before noon of the second day of classes or their assigned space may be re-assigned to another student, unless prior arrangements have been made with the Office of Residential Education and Services.
3. Residents are not permitted to check-in prior to the official opening date of the residence facilities. Residents whose presence on campus is required by a specific department or organization to assist with the opening of the University may be granted permission to arrive early. Requests for early check-in must be made in advance and submitted in writing by the appropriate department or organization, and are subject to approval by the Office of Residential Education and Services.
4. Each Resident must complete and sign the room/suite/apartment inventory form provided by the Office of Residential Education and Services upon check-in. This form lists pre-existing physical conditions of each assigned room and is the basis for the assessment of damages and/or loss attributable to the resident at the termination of occupancy. Failure to complete, sign and return the room/apartment inventory form will result in the Resident's assumption of financial responsibility for any damages evident in the room/suite/apartment at the time of termination of occupancy.

#### **F. CHECK-OUT**

1. Rooms, suites or apartments are not considered vacated until all personal possessions are removed, the key is returned and the inventory form is completed and signed by a Residential Education and Services staff member. In addition, Residents are responsible for the removal of all garbage from their rooms/suites/apartments. Failure to adhere to this directive will result in charges being assessed for improper check-out and/or damage.
2. When checking out of their assigned spaces, Residents will be given the opportunity to review the condition of the room/suite/apartment with a Residential Education and Services staff member. Identified damages will be billed to the Resident. Any discrepancies with damage billing may be appealed to the Assistant Director for Facilities in the Office of Residential Services, within fifteen (15) days of the billing date.
3. Residents who are not enrolling at the University and, therefore, not continuing in housing for the following academic term (i.e. Fall, Spring and/or Summer), are required to vacate their assigned space no later than 24 hours following their last exam. In cases where there are less than 24 hours between the last exam and the official closing date/time of the facilities, Residents must vacate by the date/time stipulated in the official closing notice distributed to all Residents. Residents interested in summer housing must complete a Summer Residence Application and abide by the instructions provided. The University reserves the right to remove residents and/or charge for occupancy beyond the closing deadline.

4. Residents who have been released from their *License Agreement* during the academic year will be given 24 hours to vacate their room, suites or apartment. Failure to do so will result in the student being charged for the room until the Resident properly checks out and returns their key. Residents who are released during the Fall semester, who are not continuing in housing for the following academic term (i.e. Fall, Spring and/or Summer), are required to vacate their assigned room, suite, or apartment no later than 24 hours after their last examination. In cases where there are less than 24 hours between the last examination and the official closing date/time of the facilities, Residents must vacate by the date/time stipulated in the official closing notice distributed to all Residents.
5. Once released from their *License Agreement* the Resident becomes ineligible to remain in their assigned room, suite, or apartment during break period since the term of the *License Agreement* ends on the official closing date of the semester.

#### **G. DAMAGES**

1. Damage assessment is done by the Community Director during an inspection of the room/apartment after check-out. These charges are based on the existing condition of the room/apartment at check-out compared to the condition reported at check-in, as well as information provided by the Community Assistants.
2. Roommates/apartment-mates share responsibility for damages occurring in their room/suite/apartment. If the individual(s) responsible for the damages cannot be identified, the roommates/apartment-mates will share the cost of the repairs/replacements.
3. Building Residents share the responsibility for damages to common areas. If there are damages that cannot be attributed to a specific individual, all Residents share the cost of the repairs or replacement.

#### **H. BILLING AND REFUNDS**

1. For billing and refund purposes, occupancy is defined as acceptance of the key and/or moving personal possessions into the room/suite/apartment.
2. Residents authorized to withdraw from housing must follow proper check-out procedures, otherwise they will continue to be billed for occupancy on a nightly basis until they have officially completed the check-out process.
3. Residents removed from University housing for disciplinary reasons are not eligible for refunds.
4. All room and board charges must be paid, or deferments arranged, before a Resident is issued a room key and his/her ID-Card is validated for meals. In addition, Residents whose registration is canceled for failure to satisfy their financial obligations to the University may no longer reside in University housing and must check out within 24 hours of the cancellation of their registration.
5. Room and board rates for the traditional residence halls, with the exception of Russ Hall, do not include Thanksgiving, winter and spring recesses. The board charges include meals as noted on the schedule of Residence Hall Opening and Closing Dates listed at the end of this document. In the case of unforeseen events that might increase or decrease the number of meal days per semester, board charges will be adjusted proportionately. There will be no increase in room rent in the event of the semester being lengthened in order to meet academic requirements.
6. Housing during recess: Room rates include Thanksgiving, winter and spring recesses for residents who will be living in Russ Hall, The Clove Road Apartments and The Village. Prior to each recess, staff will determine who will need housing to ensure staff coverage. Board rates for Russ Hall, the Clove Road Apartments and The Village residents do not include Thanksgiving, winter and spring recesses. The board charges include meals as noted on the schedule of Residence Hall Opening and Closing Dates listed at the end of this document.
7. Residents who voluntarily take a leave of absence, withdraw from the University, or are not registered for classes on a full-time basis will be required to leave University housing and receive a pro-rated refund of room charges. No refunds will be granted after the ninth week of classes.

## I. CANCELLATIONS

1. The *Residence License and Dining Agreement* is for the entire academic year. No refunds of room charges will be made once a resident takes possession of his room/apartment keys.
2. Residents who do not enroll for an academic term, graduate, are accepted and enroll in study abroad cancel their *Residence License*.

## J. HEALTH, SAFETY AND SECURITY

1. In general, all Residents are expected to maintain their designated living space in accordance with the community living standards outlined by the Residential Education and Services staff at the beginning of each semester as well as the standards noted in this document. Failure to maintain these standards may result in the termination of this Agreement.
2. Although Residents have the right to personal privacy, authorized representatives of the University have the right to enter any space at any time to inspect facilities for health, safety, maintenance and/or for damages to the space of its equipment. Residents will have their rooms inspected on a monthly basis. Residents may make arrangements to be present for health and safety inspections. Requests for room repairs constitute consent for the room to be entered for that purpose, unless otherwise indicated by the Resident completing the maintenance request form.
3. The removal of window screens is prohibited.
4. Throwing objects from windows, balconies or roofs will result in severe penalties including possible dismissal from the University and financial responsibility for any damage incurred.
5. Residents may not disconnect or disable smoke detectors in their room, suite and/or apartment. It is the responsibility of the Resident(s) to inform the Residential Education and Services staff when a smoke detector is malfunctioning.
6. Tampering with sprinkler heads is prohibited. Residents may not hang or suspend any object from the sprinkler head.
7. The use of fire alarms, fire detection devices, or fire extinguishers, **except in case of a fire**, jeopardizes the safety of the residents and constitutes a serious offense. Therefore, interfering with the proper functioning of a fire alarm system and/or the tampering with or removing fire hoses, extinguishers, smoke/heat detectors and safety apparatus are grounds for disciplinary action, removal from university housing and/or arrest. In addition, any Resident who misuses such equipment or devices will be subject to fines and/or prosecution, and will be liable for property damage, clean-up costs as well as costs necessary to return the equipment and the area to a state of readiness.
8. All Residents and guests must vacate the building promptly whenever a fire alarm sounds and remain outside until instructed to return by a University police officer or a Residential Education and Services staff member present at the scene. Failure to evacuate promptly or re-entry without permission will result in disciplinary action, including removal from University housing.
9. Fire and safety regulations strictly prohibit the use or storage of any explosives, fireworks, flammable liquids, firearms, ammunition and combustible engines of any kind, regardless of their state of dismantlement.
10. The use of potted or cut live Christmas trees and wreaths or any flammable decoration is also prohibited by order of the New Jersey State Fire Marshall.
11. Fire regulations strictly prohibit candles, clip-on lamps, octopus lamps, halogen lamps and/or halogen bulbs, extension cords and octopus outlets.
12. No additional furniture may be brought into a resident's room/apartment.

13. Violation of any of the safety and security procedures and/or jeopardizing the safety of others may result in termination of the License Agreement and/or other sanctions deemed appropriate following University judicial action.

**K. INSURANCE**

1. The University and the Office of Residential Education and Services will not assume any responsibility for any persons or student property from any cause, nor will the University and the Office of Residential Education assume responsibility for any injury or damages, personal or property, while the student is a Resident.
2. Residents are strongly encouraged to carry personal insurance if their family's home insurance policy does not cover their property while it is located at the University.

**PART II**  
**DINING SERVICE AGREEMENT**  
**2009-2010 ACADEMIC YEAR**

The following regulations govern residence hall students' use of the dining halls and constitute an agreement between the University and the Student.

**I. TERMS OF AGREEMENT**

- A. Students living in the traditional residence halls are required to maintain one of the main residential meal plans. Residents of The Village at Little Falls, the Clove Road Apartments and the hotel contracted with the University for the 2009-2010 academic year, currently the La Quinta Inn, are not required, but encouraged to enroll in any of the meal plans offered. All students are also encouraged to participate in the Red Hawk Dollar campus debit card program.
- B. This *Residence License and Dining Services Agreement* is binding for both fall and spring semesters, unless it is otherwise cancelled or terminated.
- C. Students with meal plans in the Fall Semester are automatically assigned the same meal plan in the Spring Semester. Flex dollars only carry over from the Fall to Spring Semester if the student continues to have a meal plan in the Spring Semester. All Flex dollar balances expire at the end of the Spring Semester. Blocks and meals do not carry over to the next semester. Please review the dining services web site for detailed information: [www.montclair.edu/diningservices/](http://www.montclair.edu/diningservices/)
- a. Students are expected to abide by the University Handbook policies while patronizing any of the dining areas.
- b. The meal plan for any students who is deregistered will be terminated. The University defines deregistered as when the University withdraws a student from his or her classes resulting in the student not being enrolled for the term. The University deregisters a student from his or her classes for such reasons as failure to pay their account, expulsion, academic dismissal, etc.
- c. If a Meal Plan is cancelled after week eight of the semester, there will be no prorated refund granted.

**II. FEES AND PAYMENT**

- A. The University reserves the right to adjust the meal fee or plan structure before or during the Agreement period by action of its Board of Trustees. Payment of meal fees must be made in accordance with University deadline dates indicated with the billing statement for each semester.
- B. The board charges include meals as noted on the schedule of opening and closing dates of the residence facilities for the 2009-2010 academic year listed at the end of this *License Agreement*. In the case of unforeseen events that might increase or decrease the number of meal days per semester, board charges will be adjusted proportionately.

**III. TERMINATION AND REFUNDS**

- A. A *Dining Services Agreement* release is automatically granted when the Office of Residential Education and Services officially terminates the *Residence License*. Students interested in maintaining a meal plan after their housing agreement is terminated may contact the MSU Dining Services Office at the Student Center, Café C, Room 202. The charges for use of the dining services are as follows:

1. There are no charges for meal plans provided that the *Residence License* is officially terminated by the Office of Residential Education and Services prior to the start of the fall and spring semesters. The semester begins on the day the residence halls officially open.
2. From the first day of a semester, the assessed charges for traditional meal plans will be 1/16 of the semester multiplied by the applicable number of weeks up to and including the date of termination. For all other plans, the assessed charges shall be the greater of the actual number of meals or funds expended or 1/16 of the semester rate multiplied by the applicable number of weeks up to and including the date of termination.

#### **IV. SERVICE RESTRICTIONS**

- A. The University, without notice, may adjust meal hours and dining service locations.
- B. Dining service is not provided during recess periods (see “Opening and Closing Dates of the Residence Facilities” at the end of this document).
- C. Only valid MSU ID-Cards may be used for entrance to the dining halls. ID-Cards may not be altered or transferred (used by another student). ID-Card misuse may result in confiscation and possible judicial action.
- D. Trays, dishes, silverware and food may not be removed from the dining halls. Diners must return their dishes and utensils to the designated collection areas in the dining halls.
- E. If any problems arise when using a valid meal card at the dining hall(s), please contact the Meal Plan Office, Student Center, Café C, Room 202.

#### **V. CHANGE IN MEAL PLAN**

- A. Any student who requests to change a meal plan must submit a “Change of Meal Plan” form to the Meal Plan Office no later than the second Thursday after each semester begins. Changes may be granted only for exceptional reasons after this deadline. There is a \$25 meal plan change fee imposed after the second Friday of each new semester.
- B. Several meal plans are accompanied with Flex Dollars. Blocks or meals cannot be converted to Flex Dollars. The Flex Dollar portion of a meal plan can be replenished with an upfront payment.

**Detailed meal plan information can be viewed via the Montclair State University web site at:  
[www.montclair.edu/pages/diningservices](http://www.montclair.edu/pages/diningservices)**

**Submitting payment of the housing application fee and being offered a housing assignment by the University enters the student into a legally binding contract with the University and financially obligates the student to pay for the full term of the Housing License Agreement.**

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Dr. Karen L. Pennington  
Vice President for Student Development and Campus Life

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Susanne E. Ferrin  
Director of Residential Education and Services

**OPENING AND CLOSING DATES OF RESIDENCE FACILITIES**  
**FOR THE 2009-2010 ACADEMIC YEAR**

(This information is subject to change.)

**FALL 2009**

Sunday, August 30, 8:00 a.m.	Residence Facilities Open <b>Freshmen Students Check-in</b> First meal served: Lunch
Monday, August 31, 8:00 a.m.	Returning Students Check-In
Wednesday, November 25, 6:00 p.m.	Thanksgiving Holiday Closing (Bohn, Blanton, Stone, Webster, La Quinta Inn-Clifton, and Freeman Halls) Last meal served: Lunch
Sunday, November 29, 1:00 p.m.	Residential Facilities Open First meal served: Dinner
Monday, December 21, 11:00 a.m.	Residence Facilities Close (except The Village, Clove Road Apartments and Russ Hall) Last meal Served: Lunch

**SPRING 2010**

Sunday, January 17, 1:00 p.m.	Residence Facilities Open--Students Check-In First meal served: Dinner
Friday, March 12, 6:00 p.m.	Residence Facilities Close for Spring Recess (except The Village, Clove Road Apartments and Russ Hall) Last meal served: Lunch
Sunday, March 21, 1:00 p.m.	Residence Facilities Open First meal served: Dinner
Thursday, May 13, 11:00 a.m.	Residence Facilities Close (except The Village) Last meal served: Lunch

Please Consult the Residential Education and Services for updated dates and changes to the outlined dates

**PLEASE KEEP THIS LICENSE AGREEMENT FOR YOUR RECORDS**  
Montclair State University is an Equal Opportunity/Affirmative Action Institution