

**RESIDENCE LICENSE**  
**Summer 2011**

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THE LICENSE, titled the “*Residence License and Dining Services Agreement Summer 2011*” (commonly known as the *Housing Contract* or *Housing License*) is a legally binding agreement. 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 terms of the Residence License are intended to inform each resident of policies and procedures that the Office of Residential Education and Services has implemented.

The University offers this License to individual Montclair State University students and visiting college and university students for a space in the residential facilities administered by the Office of Residential Education and Services. This License does not confer a right to a particular building, room, suite, and/or apartment and must not be construed to convey a leasehold interest. The relationship established between the University and the Resident does not create or imply any estate interest in the facilities administered by the Office of Residential Education and Services. This License is revocable at the will of the University and is not assignable.

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**A. GENERAL HOUSING TERMS AND CONDITIONS**

1. The *Residence License* is for the entire 2011 summer term.
2. All students requesting summer housing must pay a non-refundable \$200 summer housing application fee and complete the application process. The fee will be credited to the student’s University account or the visiting student’s housing account. However, if a student refuses a housing assignment, or withdraws from the University, the housing application fee will be forfeited.
3. Requests for housing cancellations must be submitted in writing and are not automatically approved. A review is conducted by the Housing Assignments Coordinator.
4. No student under the age of 17 will be permitted to live in the residence facilities unless by special permission from the Executive Director of Residential Education and Services.
5. 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*.
6. No commercial activity may be conducted in or from any University residential facility. In addition, babysitting is not permitted in any residence facility.
7. 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.
8. All residential facilities at Montclair State University are completely non-smoking. No one (including guests of the Resident) may smoke in any assigned room, suite, apartment or any other areas of the building. Any violation of the no-smoking policy will be adjudicated through the Student Conduct system.
9. 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 student conduct 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 Executive Director of Residential Education and Services, or the Executive 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 Executive 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. 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 two business days' notice prior to reassignment. In the event of an emergency, a Resident may be moved without prior notice.
4. 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 Office of Residential Education and Services. All accommodation records are strictly confidential.

## **D. APARTMENT CONSOLIDATION**

1. The Department 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 apartments that are not fully occupied will be subject to apartment consolidation. Consolidation exists to bring equity between residents.

## **E. CHECK-IN**

1. Residents may not occupy residence hall rooms when the residential facilities are closed, unless authorized by the Executive Director of Residential Education and Services or the Executive Director's designee.

2. Residents must check-in before noon of the second day of their respective summer contract term or their assigned space may be re-assigned, unless prior arrangements have been made with the Office of Residential Education and Services.
3. 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 Education and Services, within fifteen (15) days of the billing date.

#### **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 per week basis (Sunday through Saturday) 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 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.

## **I. CANCELLATIONS**

1. The *Residence License* is for the Summer 2011 session. No refunds of room charges will be made once a resident takes possession of his room/apartment keys.
2. Residents who cancel their Residence License without official approval from the Office of Residential Education and Services will be responsible for the room cost for the remainder of the summer session.
3. Housing cancellations must be made in writing and approved by the Housing Assignments Coordinator in the Office of Residential Education and Services. Writing or telephoning another department such as Admissions, Dean of Students, advisor or another student does not constitute formal cancellation of the 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 online.
3. The Department of Fire Safety will conduct room inspections on a monthly basis. Residents will be given notice of when the inspection will happen. The Department of Fire Safety will notify the resident(s) of each room in violation by means of a written notice. When issued a preliminary notice of violation, a resident has fifteen days to abate the violation without penalty, unless the nature of the violation is such that conduct review is warranted. In the event that the violation is not abated after fifteen days, a second notice of violation will be issued. At this time, the resident shall be sent before the Coordinator of Student Conduct for student conduct review.
4. The removal of window screens is prohibited.
5. 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.
6. Residents may not disconnect or disable smoke detectors in a room 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.
7. Tampering with sprinkler heads is prohibited. Residents may not hang or suspend any object from the sprinkler head.
8. 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.
9. 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 and/or by 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.

10. 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.

11. Fire regulations strictly prohibit candles, clip-on lamps, lava lamps, halogen lamps and/or halogen bulbs, extension cords and octopus outlets, or any other devices which may be deemed unsafe by University officials.

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 student conduct 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 and Services 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.

**BY ACCEPTING THE 2011 SUMMER RESIDENCE ASSIGNMENT THE RESIDENT AGREES TO THE TERMS AND SPECIFICATIONS OF THIS LICENSE**

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

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Dominic Petruzzelli  
Executive Director of Residential Education and Services