THE LICENSE, titled the “Summer Residence License Agreement 2015” (commonly known as the Housing Contract or Housing License or Residence License Agreement) is a legally binding agreement which all residents must sign. This license becomes a legally binding contract with either the University or Provident Group-Montclair Properties L.L.C. (in the event the student is assigned to on-campus housing owned by Provident Group-Montclair Properties, L.L.C. or other on-campus housing of the University made available to Provident Group Properties L.L.C.) within five (5) business days after the date students are sent notification by the University of their housing assignment. This License financially obligates the student to pay for the full term of the Housing License Agreement. Submission of application information does not guarantee confirmation of a housing assignment. Students are only released from their Housing License and their financial obligation to pay if they apply for a release from this contract and it is granted by the University. Signing an off-campus lease will not release you from your Housing License.

A. GENERAL HOUSING TERMS AND CONDITIONS
1. The Summer Residence License Agreement is for the entire 2015 Summer academic term and cannot be transferred to any other academic year. The student will be billed and held financially liable for the dates that they select on their summer housing application. Changes to those dates must be submitted in writing to the Office of Residence Life via a student’s Montclair email. No refunds will be issued or a cancellation of housing permitted unless: 1) the student notifies the University in writing that they wish to cancel this License within five (5) days following the date of notice is sent by the University of their room assignment; or 2) the student submits a request in writing to the University to be released from this License and the University determines, in its sole discretion, that circumstances exist to justify granting it (hereinafter “Release”). For example, the University may grant a Release if, prior to the expiration of this License, a student withdraws from the University, transfers to another institution, studies abroad or takes a medical leave of absence, and the University is able to enter into a License with another student for the Released student’s bed.

2. No student under the age of 17 will be permitted to live in the residence facilities unless permission is granted by the Executive Director of Residence Life.

3. Residence accommodations are available only to registered students of the University or approved visiting students. Current students of Montclair State University do not need to be registered for summer classes to be eligible for summer residence. However, students must be registered for fall semester classes. Visiting students must be registered for classes at Montclair State or participating in an internship sanctioned by another University with the appropriate documentation.

4. All students requesting housing must pay a housing application fee in the amount of $200.00 and complete a housing application found online at www.montclair.edu/residence-life. If a student is assigned to housing, the entire fee will be credited to the student’s University account. After the 5-day period, if a student is released from the Residence License, the entire fee is forfeited.

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 shall be deemed as an acceptance of all terms of this Residence License, and a failure to accept, or improperly complete the Residence License, shall not relieve the student from responsibility for all of the terms and conditions and payment obligations 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 student conduct system. The New Jersey Smoke-Free Air Act of 2006 was amended in 2010 banning electronic smoking devices. Therefore, the use of any electronic smoking device also is prohibited.

10. The resident and the University shall faithfully observe and comply with all applicable provisions of the University’s Student Code of Conduct and any amendments thereto. In addition, each resident agrees to abide by and remain current with: (1) all policies and procedures contained in the Resident Handbook, and (2) applicable individual building policies.

11. Students who are 25 years and older are traditionally housed in the Village Apartment complex.

12. Residents are permitted to have a 1 gallon or less fish tank only containing non-predatory fish, in their room. The only other animals permitted within the residence halls are service/support animals in accordance with the ADA. All students requesting these animals must review the University’s policy on service/support animals. The student must register with the Disability Resource Center and receive approval for such animals.

B. TERMINATION BY THE UNIVERSITY

1. The University may terminate this Residence 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; (3) violation by a resident that infringes upon the rights of others; and/or (4) student’s non-payment.

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 Code of Conduct. 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 Residence Life, or the 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 Residence Life 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 Residence License Agreement.

3. Room changes require written approval from the Office of Residence Life. An unauthorized room change is cause for conduct action and/or termination of this Residence 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, in its sole discretion to reassign a resident to another room/apartment, in order to perform renovations, repairs, or to address health and safety issues, and/or when the University deems it to be in the best interest of the resident or the University. The University will give a minimum of 48 hours’ 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 Office of Residence Life. All disability records are strictly confidential. All accommodation requests must be made by the deadlines outlined by the Office of Residence Life. Accommodation requests submitted after the posted dates will be considered on a space available basis.

6. The campus has established procedures for redress for student residents in the event of loss of services such as but not limited to, heat, light and hot water in residence halls for extended periods that are within the control of the campus.

   A. The procedures include provision for housing students elsewhere if the conditions that caused loss of heat, light or sanitary conditions or create other unsafe conditions cannot be rectified within a reasonable period. There will be no adjustment in rates (increase or refund) during the relocation period.

   B. If housing the students elsewhere on campus is not possible, then the campus shall house the students in alternate housing off campus at no additional cost to the students. There will be no refund of on campus housing fees during this period as housing is being provided as per this license agreement.

D. ROOM CONSOLIDATION

1. The Office of Residence Life reserves the right to change assignments in order to provide for maximum occupancy and utilization of space. Residents living in rooms/suites/ apartments 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/apartment 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/apartment.

2. The Office of Residence Life reserves the right to change assignments in order to provide for maximum occupancy and utilization of space in a University leased facility, and to accommodate students who are assigned to housing under construction or renovation that is not available for occupancy.

E. CHECK-IN

1. Residents may not occupy residence hall rooms when the residential facilities are closed, unless authorized by the Executive Director of Residence Life or the Executive Director’s designee.

2. Residents must check-in before noon of the second day of classes, or the second business day in accordance with their agreed upon check-in date on their summer housing application or their assigned space may be re-assigned to another student, unless prior arrangements have been made with the Office of Residence Life. Students who do not check in to their assigned space and who do not obtain a Release, remain liable for the room and board charges for the entire academic year.

3. Residents are not permitted to check-in prior to the official opening date of the residence facilities. Requests for early check-in must be made in advance and submitted in writing by the student, appropriate department or organization, and are subject to approval by the Office of Residence Life. The daily rate is charged for each additional day in residence.

4. Each resident must complete and sign the room/suite/apartment inventory form provided by the Office of Residence Life 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 Residence Life 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, lock changes and/or damage.

2. When checking out of their assigned spaces at the end of the summer semester, the condition of the room, suite/or apartment must be left in the condition it was at the time the student moved in. All residents must use the Express Check-Out envelope to place keys and/or proxy cards in and deposit the sealed envelope into the designated drop box. Any discrepancies between the Room Condition Reports with and the condition of the room upon check out will be evaluated by the Community Director and or the Assistant Director of Facilities or their designee and the appropriate damage charges will be applied to the student’s account. Any damage billing may be appealed in writing to the Assistant Director for Facilities in the Office of Residence Life, within fifteen (15) days of the billing date. Any and all appeals received after fifteen (15) days of billing are considered late and may not be evaluated, in which case, charges will stand.

3. Residents who are not enrolling at the University and, therefore, not continuing in housing for the following academic term (i.e. Fall), are required to vacate their assigned space no later than 24 hours following their last exam or by August 7, 2015. 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. The University reserves the right to remove residents and/or charge for occupancy beyond the closing deadline. Requests to remain in housing until the start of the fall semester housing period must be made in advance and submitted in writing and are subject to approval by the Office of Residence Life. The daily housing rate is charged for each additional day in residence.

4. Residents granted a Release by the University from their Residence License Agreement during the summer will be given 24 hours to vacate their room, suite 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. Failure to return the room key after three business days of official notice of release will result in the resident being charged for a lock change and an improper check out. 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.

G. DAMAGES

1. Damage assessment is done by the Community Director, and or the Assistant Director of Facilities or their designee during an inspection of the room or apartment after check-out. These charges are based on the existing condition of the room or apartment at check-out compared to the condition reported at check-in, as well as information provided by the Summer Conference Assistants.

2. Roommates/suitemates/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/suitemates/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, the cost of repairs or replacements will be assessed and shared among specific rooms, suites, floors, wings or all residents of the building/complex.
H. BILLING AND REFUNDS

1. For billing and refund purposes, occupancy is defined as failure to notify the University within the five (5) days following the date that notice is sent by the University to the student of his/her room assignment, and the University’s denial of a Release if requested by a student.

2. Residents who are granted a Release by the University are authorized to withdraw from housing and 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 student conduct reasons are not eligible for refunds and will remain liable for the balance of the amount due under this License for the remainder of the academic year.

4. All room charges must be paid, or deferments arranged, before a resident is issued a room key. 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 cancellation. Cancellation of registration will not relieve a student from payment of housing costs.

5. There will be no increase in room rent in the event of the semester being lengthened in order to meet academic requirements.

6. Residents who voluntarily take a leave of absence, withdraw from the University, and may receive a pro-rated refund of room charges if the student applies for and is granted a Release by the University.

7. Residents who change rooms without written approval from the Office of Residence Life may only receive a prorated billing adjustment, if applicable, as of the approved effective date. Proration will not be back dated.

I. CANCELLATIONS

1. The Summer Residence License Agreement is for the entire summer term or selected dates by the resident. No refunds of room charges will be made unless the student applies for, and the University grants a Release.

2. Residents who do not enroll for an academic term and complete the Leave of Absence or Withdrawal process, forfeit their room assignment and remain liable for payments due under this Residence License unless a Release is granted by the University.

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 Office of Residence Life 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 room entry and as such, University Facilities, and Capstone Management will perform requested repairs.

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. In the event that an individual or responsible person(s) are not found, the community, floor or entire building will be held responsible.

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 Office of Residence Life 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 heads.

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 abuses 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 restore the equipment and the area to a state of preparedness.

8. All residents and guests must vacate the building promptly whenever a fire alarm sounds. All residents must remain outside until instructed to return by a University Police officer. Office of Residence Life staff member(s) will be present at the scene. Failure to evacuate promptly or re-entry without permission will result in disciplinary actions, 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 Marshal.

11. Fire safety regulations strictly prohibit candles, lava lamps, halogen lamps and/or halogen bulbs, extension cords and octopus outlets (multi-plug adapters), or any other devices, which may be deemed unsafe by University officials.

12. The use of surge protectors is allowed and encouraged, in place of extension cords and octopus outlets (multi-plug adapters). All such surge protectors shall bear an Underwriter’s Laboratory (UL) listing, with an internally installed ground fault circuit interrupter (GFCI).

13. To ensure compliance with New Jersey’s Fire Code, representatives of the Department of Fire Safety will perform monthly inspections of each resident room, independent from the Office of Residence Life’s health and safety inspections. Citations will be issued for any violation to the Fire Code, this license, and/or to the Resident Student Handbook in effect at the time of the inspection.

14. The University provides fire retardant blinds and or curtains for each room. Therefore, other window treatments are not allowed.

K. INSURANCE

1. The University and its Office of Residence Life, and Provident Group-Montclair Properties, LLC will not assume any responsibility for any persons or student property from any cause, nor will they 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.

L. MISSING RESIDENT STUDENT NOTIFICATION POLICY

In compliance with the Higher Education Reauthorization Act of 2008, the purpose of this policy is to provide the procedures for reporting, investigating and making emergency notifications of any resident student of Montclair State University believed to be missing.

A person is presumed missing when their absence is inconsistent with their established patterns of behavior and the deviation cannot be readily explained. Before presuming that a person is missing, reasonable measures should be taken to determine that the person is not at their off-campus place of residence and that no one familiar with the person has seen or heard from the person for an unusual period of time or is aware of where they may be.
Any member of the University community, including both employees and students, who is concerned that a member of the University community is missing should contact University Police, 973-655-5222, as soon as they have determined that the individual is missing as defined above.

Identifying an Emergency Contact Person

Resident Students: A resident student is any student residing in a University operated residential facility under a University housing agreement. All resident students are required to designate an emergency contact person through the University’s computer based WESS system (Web Enrollment Services for Students) prior to check in at their residence hall. If a student moves to another University residence facility the student is required to verify the emergency notification information upon admittance to that hall.

Non-resident Students: All enrolled students at the University, regardless of living circumstances, are encouraged to designate an emergency contact person through the University’s computer based WESS system (Web Enrollment Services for Students).

Every student (resident and non-resident) has their own WESS account and may enter or change, under personal information/addresses, a designated contact person at any time by updating their emergency contact information.

Reporting and Investigating Missing Persons

The Montclair State University Police Department will investigate, following established police protocol, all cases of missing persons that are brought to their attention. The University Police Department will serve as the lead investigating agency unless superseded by a Prosecutor’s Office or State of New Jersey or Federal agency with appropriate jurisdiction.

Informing Designated Contact Person

The University Police Department will inform the listed contact person of a missing resident student within 24 hours of receiving a missing person report.

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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 agreed upon dates in the summer housing application Housing License Agreement.

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

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John Delate
Executive Director of Residence Life