

TERMS AND CONDITIONS OF CONTRACT SUMMER 2025 NJIT RESIDENCE CONTRACT

This Residence Contract ("Contract") constitutes a legally binding agreement between the undersigned student-resident (hereinafter called "Resident") and the New Jersey Institute of Technology (hereinafter called "University"). It sets forth the terms and conditions under which the Resident will occupy the premises in University residence facilities. THIS CONTRACT IS SUBJECT TO THE AVAILABILITY OF SPACE AT THE TIME THIS CONTRACT IS RECEIVED BY THE RESIDENCE LIFE OFFICE. THE UNIVERSITY PREFERENCE IS TO PROVIDE ACCOMMODATIONS TO FULL-TIME MATRICULATED STUDENTS FIRST.

Housing Information:

1. Residents are assigned roommates without regard to race, color, national or ethnic origin, religion, physical disability, gender identity or expression, or affectional or sexual orientation.
2. University housing contracts for **new students** (i.e. non-continuing students) who have submitted an online contract are assigned according to the application date, distance to the University and student need.
3. Residency in University housing is preferred for full-time graduate or undergraduate students who are enrolled in a degree program and registered as a student for the semester(s) of residency. Part-time undergraduate students who are enrolled with fewer than twelve (12) credit hours and part-time graduate students enrolled with fewer than nine (9) credit hours may reside on campus with the expressed permission from Residence Life. Permission will be given for one full academic year.

TERMS OF CONTRACT

Twelve-Month Contract:

The University shall provide the Resident with the use of a residence hall space 24 hours before classes for the student's specific school or program year begins and ends on July 31, 2025, for students not returning to housing for the upcoming academic year. Students returning to housing for the 2025 - 2026 academic-year may remain in housing through the beginning of the new contract period. Changes to the chosen occupancy period may not be made after December 31, 2025. Residents may be required to move to another location during the summer break.

Changes in Occupancy due to health and safety concerns:

The University reserves the right to relocate a resident during the term of the Contract for public health or safety reasons including but not limited to quarantine or isolation procedures (as experienced with COVID-19). The Resident agrees: (1) to comply and cooperate with relocation plans and procedures, and (2) that any such relocation will not result in a full or partial refund of housing costs.

Summer Contract:

The University shall provide the Resident with the use of a residence hall space during the summer session. The contract period commences and ends on dates agreed upon.

- Summer housing assignments are planned for the Maple Hall however, this is subject to change.
- Residence Life must receive a copy of your summer course registration for courses taken outside of NJIT.
- Students or **visitors** requesting housing without taking classes must provide a written letter from their employer.
- Full payment or arrangements must be made prior to check-in. If not, your housing may be canceled.
- Rooms will be assigned on a first-come, first-serve basis until all allocated rooms have been filled. You may request another summer housing resident as a roommate. However, it is not guaranteed. If you are on a twelve-month contract, you are automatically signed-up for a summer assignment. A 12-month contract allots you a shared room with a roommate. You may request and be allotted a private room at an additional cost. If you are not returning for the fall semester your contract **ends on July 31, 2025**. You are expected to check out on or prior to that date unless arrangements have been made.
- Single rooms may be assigned by one of the following criteria:
 - a current Resident is staying through closing and for at least summer session one **or**
 - it is a summer Resident's fall assignment, and they are staying for the entire summer period **or**
 - the individual is part of a conference group or visiting intern.
- Applications will be accepted throughout the summer pending availability.

Summer Housing Contract Cancellation:

There is a \$150 cancellation charge for all students canceling their summer contracts prior to check-in. Residents who have not taken possession of their room within 48 hours of the check-in date will forfeit their room assignment and will be charged the \$150 cancellation fee in addition to losing their deposit, if any. Written notification from the University to a Resident of their removal and prohibition from University Housing may also terminate the contract.

The Resident Agrees:

1. To be accountable for their behavior and the behavior of all guests.
2. To abide by the policies and procedures contained in the contract, "[Residence Life – Your Guide to Living on Campus](#)" and "Student Handbook", including all amendments and modifications that may be made during the year.
3. To abide by all Federal, State and Local laws.
4. To reside in the assigned room with the assigned roommate and to vacate and remove all personal property upon termination of this contract.
5. To abide by all policies regarding changing room assignments. Approved room changes occur during a specific time period each semester.

The associate director must approve room changes.

6. To not allow anyone other than the assigned roommate to live in the room.
7. To assume all responsibility for personal belongings. The University is not responsible for damage or loss to Resident's personal property regardless of cause. Residents are strongly encouraged to purchase [renters insurance](#) to cover their personal property while living at NJIT.
8. To keep the room or suite clean and fit for habitation. The Resident will be responsible for all damages to University property or premises as a result of the Resident's neglect or willful behavior.
9. To report damages to their hall office within 48 hours of occupying a space.
10. To be held responsible for damages to room/common areas when individual responsibility is not implicated.
11. To not loan out, duplicate or share keys or room combinations and to report lost or stolen keys or combinations immediately.
12. To not smoke inside any residence hall.
13. To abide by quiet hours and community standards for your floor.
14. To abide by the Guest and Visitation Policy.
15. To not have pets, other than fish in a 10-gallon or less tank, unless approved by the Office of Accessibility Resources and Services (OARS) and Residence Life in regards to an approved Emotional Support Animal (ESA).
16. To not have, use or possess firearms, ammunition, other weapons, nor flammable materials or substances (i.e. live Christmas trees, gasoline, fireworks, candles, oil paint thinner, etc.).
17. To not use halogen lamps.
18. To not use microwave ovens over 1000 watts or 9.5 amps in student rooms.
19. To not use high wattage electrical appliances (i.e. hot plates, toaster ovens, air conditioners, more than two refrigerators exceeding 1.7 cubic feet each or one exceeding 4.5 cubic feet per room). Oak and Maple Hall have some exceptions that are outlined in "[Residence Life – Your Guide to Living on Campus](#)."
20. To not use external antennas.
21. To not have liquid-filled beds or lofts.
22. To not paint on any surfaces and/or fixtures.
23. To not remove or open window screens or to pass or throw anything through windows.

The University:

1. The University recognizes Resident's rights to privacy but maintains the right for its authorized personnel to enter Resident's premises for the following reasons: (1) without notice in an emergency involving danger to life or property; (2) upon notice for the purpose of health and safety inspections; (3) for routine and immediate maintenance; (4) without notice when a condition is observed that is prohibited by this contract, University or Residence Life regulations; and (5) when it is reasonably believed that a Resident is using the assigned space in a manner contrary to the provisions of this contract, University or Residence Life policies.
2. Reserves the right, in the interest of safety, to remove prohibited items without advance notice. Items will be stored, until they can be retrieved and removed from the residence halls. Items not picked up by Martin Luther King Jr. Day for fall semester and Memorial Day for spring semester will be discarded.
3. **Shall not be responsible for damages caused by:** failure of water supply, electrical current or heating/cooling system; presence of bugs or vermin; nor injury to a Resident or their guest; nor damage or theft of the property of the Resident or their guest. Residents are strongly encouraged to purchase renters' insurance which may provide coverage for such injuries, theft, or damage.
4. Agrees to exercise every reasonable caution to safeguard the health safety and property of each Resident and will make a good faith effort to repair **properly reported** defects or deficiencies in the residence halls.
5. Agrees to offer a dining plan which Resident may participate in at the Resident's sole expense during the fall and spring terms when classes are in session. Dining plan meals are provided at specified locations in accordance with the University academic calendar and are subject to change if the academic calendar should be revised. The University requires all residents with 57 or less completed credits to purchase an A-E Continuous Dining Plan.
6. Reserves the right to take appropriate disciplinary action, including immediate termination of the Contract and immediate eviction from University housing for conduct which is found by the University to be in violation of the University's policies and/or Contract or which is otherwise detrimental to the health, safety and welfare of the Resident or others, or disruptive of the housing environment. In the event disciplinary action results in eviction and/or termination of contract, the Resident shall still be responsible for payment of the Contract in full.
7. Reserves the right to move a Resident from one room to another when the University determines that the move is in the Resident's best interest or those of their fellow students and/or the University.
8. Reserves the right to reassign Residents during the semester in order to consolidate vacant spaces and to increase room occupancy.
9. Reserves the right, in its sole discretion, to remove a Resident from University housing and terminate the Contract for failure to meet financial obligations to the University.

Any Resident whose Contract is terminated is responsible for all financial obligations as stipulated herein and is required to vacate the room within 48 hours or as stated in writing by the University. This Contract includes all policies, procedures, rules and regulations contained within "[Residence Life – Your Guide to Living on Campus](#)"

Disability Statement:

The University will provide appropriate accommodation for a Resident with disabilities in housing. Residents should contact the Office of Accessibility Resources and Services (OARS) Residence Life Office to discuss accommodations for the Resident's premises and any other support a Resident may need on-campus.

Communicable or Infectious Disease Acknowledgement:

The Resident understands that there is a possible risk or danger of becoming exposed to or contracting a communicable or infectious disease such as COVID-19. These risks exist while residing at the premises within the residence halls or areas surrounding the residence halls; resulting

from the actions, omissions, or negligence of the Resident, other residents, or others, including, but not limited to, the University and its trustees, officers, employees, agents, representatives. The Resident voluntarily agrees to assume all the foregoing risks and accept sole responsibility for any injury to the Resident (including, but not limited to, personal injury, disability, or death), illness, damage, loss, claim, liability, or expense, of any kind, that the Resident may experience or incur in connection with residing at the Premises or attending the University ("Claims"). The Resident hereby releases, covenants not to sue, discharges, and holds harmless the University, its trustees, officers, employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. Resident understands and agrees that this release includes any Claims based on the actions, omissions, or negligence of the University, its trustees, officers, employees, agents, and representatives, whether a communicable or infectious disease infection occurs before, during, or after residing at the Premises or attending the University.

GENERAL:

1. The failure by the University to enforce any provision of the Contract or to timely insist on performance will not be construed as a waiver of any right to strictly enforce a contractual provision.
2. The Contract will be governed by the laws of the State of New Jersey, and the Resident agrees that the exclusive forum for any dispute concerning this Contract shall be the Superior Court of New Jersey, Essex County.
3. The Contract constitutes the entire understanding between the University and the Resident regarding this matter and merges any and all prior discussions, representations, promises, and warranties within its scope.