

HOUSING TERMS AND CONDITIONS OF LICENSE AGREEMENT

HOUSING INFORMATION

1. Seton Hall owned and operated housing is intended for traditional undergraduate college student housing. Students are assigned roommates without regard to age, race, color, national or ethnic origin, sexual orientation, religion or disability, however a student must be 17 years of age prior to taking occupancy.
2. **Housing assignments are limited. You are encouraged to submit tuition and room reservation deposits early. Room reservation deposits for new students are refundable through May 1st**
3. University Housing Assignments for **new students** (i.e., non-continuing students) are processed only after receipt of all items below:
Room Reservation deposit *of \$375 and tuition deposit * of \$250 and Submission of the online roommate survey and acceptance of terms & conditions of the housing license agreement . Complete document can be accessed via the web (available at: housing.shu.edu)

**Both deposits and Confirmation of Enrollment Form are collected by the Bursar's Office PLEASE DO NOT SEND DEPOSITS TO THE HOUSING & RESIDENCE LIFE OFFICE.*

4. Hall and room assignments for first year students are randomly made for by computer software. The first 850 first year students who pay room deposits will be giving preferential housing and sent directions on how to select a roommate. If no roommate is selected or the student is not in the preferential housing pool, all preferences selected in the housing application will be given consideration in roommate pairings. After 850 deposits, assignments are made using a combination of the geographic location of permanent address and the date of deposit receipt.
5. University Housing Application & Lottery for **continuing students** is conducted each spring term for the following academic year. Continuing students must have their account clear and submit a Non-Refundable Room Reservation Deposit of \$325 online through PirateNet as well as complete an Online Housing Application by the established deadline in order to participate in Room Lottery. Continuing students who deposit after the deadline are de facto depositing to the wait list. Assignments from the wait list are made using a combination of the geographic location of permanent address and the date of deposit receipt, after Room Selection lotteries have ended.

TERMS OF LICENSE

Seton Hall University, herein called the University, shall provide the student, herein called the Resident, with the use of a bedspace for **one academic year** or balance remaining at the time of assignment. The full academic year license commences on the Thursday prior to the first day of classes. Students who have not taken possession of their room keys by 5 p.m. on the first day of classes, will forfeit their room assignment. Licenses expire on the last day of the spring exam period or 24 hours after the Resident's last exam, whichever is earlier. Resident students participating in May Commencement may remain in their assigned room until 10am on the morning following Commencement

The residence halls close for Thanksgiving break, semester break, Easter break spring break and summer break. For residence hall students, accommodations during all break period are limited and may be requested through completion of the Break Housing Request Form via PirateNet by promulgated deadlines. **The room license fee is subject to change during break periods.** Residents may be required to move to another location during these breaks.

The license also may be terminated upon written notification from the University of the suspension of the resident's status as a student or the resident's removal and prohibition from University Housing. **The Resident who withdraws from the University, whose student status is suspended or whose license is terminated, is responsible for all financial obligations as stipulated in this license and is required to vacate the room within two calendar days, or as otherwise stated in writing by the University.**

All dates are subject to change upon final approval of the University's academic calendar. In consideration of this **two-semester** housing assignment, the Resident agrees to:

1. Pay the residence hall room or apartment license fee as established by the Board of Regents annually (less the housing deposit). * Rates posted on the *Seton Hall web page may be estimated; final rates may be subject to change*
2. Purchase a meal plan (residence hall students only). Residents are billed these charges **per semester** by the University.

PAYMENT AND CANCELLATION

New students pay room reservation deposit online at admission.shu.edu (click on **Enrolling & Orientation**) or return deposit with signed Confirmation of Enrollment form to the Office of Admission in the form of e-check, credit card payment (subject to a convenience fee), or money order payable to *Seton Hall University* in the amount of \$375 (new students) which serves as a room reservation deposit.

The first year student room reservation deposit is refundable, provided a written cancellation request is received by the Department of Housing and Residence Life, postmarked by May 1 for the Fall Semester. The entire room reservation deposit is nonrefundable for licenses entered into after May 1 and subsequently canceled.

Once a student has accepted keys, s/he accepts the financial responsibility for the room and board charges for the full term of the license. A resident **may request** to be released from the license assignment at semester break if the Department of Housing and Residence Life is notified **in writing**, with supporting documentation by December 1st each year.

Exceptions to the above payment and cancellation deadlines and policies may be made at the sole discretion of the Director of Housing and Residence Life if, in her/his judgment, mitigating circumstances apply.

THE RESIDENT AGREES:

1. To conduct him/herself in a manner consistent with the Catholic mission of the University.
2. To ensure that the financial obligations for their student account are satisfactorily met prior to taking occupancy.
3. To abide by University policies and procedures, the rules and regulations contained in this license, and **The Student Handbook** (<http://www.shu.edu/offices/community-development/student-handbook.cfm> including all amendments and modifications in effect while the student is a Resident, regardless of when the amendments and/or modifications were made.
4. To abide by all federal, state and local laws. To reside in the assigned room with his/her assigned roommate(s) and to vacate and remove all personal property from the room or suite when the license expires or when otherwise directed by the University, leaving the room in the same condition as it was upon move-in.
5. To abide by all regulations with regard to changing room assignments. Approved room changes occur on a specific day during the Fall semester. All other room changes are considered extraordinary and must be approved by the Residence Hall Director (RHD).
6. To assume all responsibility for personal belongings. The University does not assume responsibility for damage or loss to Resident's belongings, regardless of cause. (Students are encouraged to check with parents'/guardians' homeowners' insurance policy to see if belongings are covered while at school.)
7. To abide by the Guest and Visitation Policy and be accountable and responsible for the conduct of any guests and visitors the Resident signs into the residence

8. In the event of a vacancy within a room and/or suite, Resident(s) will ensure the room/suite is available, at all times, for the assignment of a new resident.
9. To abide by the policies listed in the *Fire Safety: Rationale, Regulations, & Resources from Seton Hall University Housing Facilities* booklet posted online at <http://www.shu.edu/offices/policies-procedures/housing-residence-life-fire-safety.cfm> and distributed in hard copy during Residence Hall check-in.
10. To keep the room, suite and/or apartment clean and fit for habitation. All University provided furnishing must remain in the room for the duration of the license with the exception of accommodations approved by the Office of Disability Support Services. The Resident will be responsible for all damages done to the room including but not limited to walls, door, windows, flooring, furniture, appliances, plumbing, technology ports, servers, and wireless equipment, and heating, air conditioning and ventilation systems as a result of the Resident's neglect, regardless of whether the neglect was the committing of an act that caused the damage or the failure to do an act in order to prevent damages. Any damage is the responsibility of the Resident unless caused by the University.
 - A. As the Resident checks into the assigned room, an inspection of the room, suite and/or apartment will be conducted by the Resident and the Resident Assistant (RA). Any damages to or missing items in the room, suite and/or apartment or the fixtures existing at the time will be listed on the Room Condition Report (RCR). The Resident agrees to accept responsibility for damages and items missing at the end of their occupancy (or expiration of the license), which are not listed on the RCR.
 - B. Damage to the halls, lounges or other common areas is the responsibility of the Resident and/or the Resident's guest(s). In those cases when the identities of the parties who caused the damage to the halls, lounges or other common areas cannot be determined, the University will charge the Residents residing in that area or hall.
 - C. Resident is required to report any maintenance needed to HRL staff in a timely fashion. Failure to report maintenance needs in student rooms may result in students being held financially accountable.
11. To ensure that official University records for emergency contact information are accurate and up to date via Banner Self Service.13.. To conform to New Jersey law and University policies regarding alcoholic beverages. The Residence Hall alcohol policy can be found at <http://www.shu.edu/offices/policies-procedures/housing-residence-hall-alcohol-policy.cfm>
12. To conduct his/her activities so as not to interfere with the quiet enjoyment of others. Quiet hours are 10 p.m. - 10 a.m., Sunday through Thursday and midnight- 10 a.m., Friday and Saturday.
13. To abide by all policy documents provided by properties leased by Seton Hall University for use by students.
14. To check their Housing Profile and online student account on PirateNet regularly for updated information.
15. To adhere to deadlines established by the Department of Housing & Residence Life for check ins, check outs, and break housing accommodations.
16. Not to engage in the use, possession or sale of any and all narcotics and controlled substances, except as permitted by law.
17. Not to allow any persons other than assigned roommates to live in the room/apartment or to cohabitate which is defined as sexual union without benefit of marriage.
18. Not to misuse, abuse or tamper with fire safety equipment, including, sprinklers, extinguishers, smoke detectors, hoses or pull boxes. Residents are required to vacate the building in under three minutes in the case of all fire alarms using the nearest safeexit
19. Not to smoke in residence halls, or on balconies or fire escapes of apartments or within 25 feet of entrances to any residence hall or apartment building.
20. Not to loan room keys except for approved room reassignment during break periods. Room keys may not be duplicated under any circumstances. Lost or stolen keys are to be reported immediately and will require a lock change, to be paid for by the Resident. Residents may not add or otherwise alter locks, bolts and/or chains on any doors.
21. Not to possess or use fireworks, dangerous chemicals, firearms or weapons at any time.
22. Not to use refrigerators larger than 4 cubic feet and 3 amps or microwaves that exceed 800 watts in the residence halls
23. Not to remove, cut or open window screens, or to pass anything through the window in either direction.
24. Not to install waterbeds, build a loft with furniture and/or bunk beds, or stack furniture, except when approved by the Department of Housing and Residence Life. Furniture provided by the University which is lofted must remain so.
25. Not to bring upholstered furniture or window coverings into the residence halls, unless it meets California Technical Bulletin 133 safety requirements (documentation required). For more information please consult the Fire Safety Booklet <http://www.shu.edu/offices/policies-procedures/housing-residence-life-fire-safety.cfm>
26. Not to bring any animal into the residence hall or apartment except DSS-approved service dog or fish in a tank less than 10 gallons.
26. Not to cook in the residence hall room unless assigned to University-owned apartment building, and if so, to utilize cooking devices properly.

THE UNIVERSITY:

1. Reserves the right to enter a room for inspection of facilities for health, safety and maintenance; for damage to space or equipment; and to uphold University policy.
2. Agrees to exercise every reasonable precaution to safeguard the health, safety and property of each Resident and will make every good faith effort to repair properly reported, as instructed by Housing staff, defect or deficiency in the residence halls/apartments.
3. Shall not be liable for failure or malfunction of water supply, electric current or heating/cooling system; presence of bugs, vermin or insects; the loss, damage, injury to a Resident, his/her guest or the property of any of them.
4. Agrees to provide the residence hall student with a meal plan.
5. Reserves the right to take appropriate disciplinary action, including immediate termination of the University Housing License and immediate removal from University Housing, for conduct that is found by the University, in its sole and absolute discretion, to be in violation of the University's rules, regulations, policy and/or the University Housing License.
6. Reserves the right to move a Resident from one room to another when the University determines, in its sole and absolute discretion that the move is in the Resident's best interest or those of his/her fellow students and/or the University's.
7. Reserves the right to reassign Residents during the semester in order to consolidate vacant spaces and to increase room occupancy. All increases in room occupancy will conform to prevailing occupancy and health standards.
8. Agrees to endeavor to electronically notify current residents of the placement of newly assigned residents into their living space when possible.
9. Reserves the right, in its sole and absolute discretion, to remove a Resident from University Housing and terminate the Housing License for failure to meet financial obligations to the University; behavior not conducive to a living-learning environment, in violation of Terms and Conditions of the Housing License; posing a threat to the health, safety and/or welfare of the Resident or others in housing or University community; failure to remain in good standing with the University, including violation of University Community Standards or violation of any provision in The Student Handbook.
10. Missing Resident Student Notification Policy
In compliance with the Higher Education Reauthorization Act of 2008, Seton Hall University has established a policy for the reporting, investigating, and making emergency notifications of any resident student of Seton Hall University who is believe to be missing. The full policy, including how to designate a Confidential Contact to be notified in such a situation, is available at <http://www.shu.edu/offices/policies-procedures/public-safety-missing-student.cfm>.
11. Reserves the right to amend this document at any time.

PLEASE NOTE: STUDENTS ARE ADVISED THEY WILL NOT BE PERMITTED TO MOVE IN, UNLESS THEIR ACCOUNT IS