



## SUMMER RESIDENCE LICENSE AGREEMENT 2022

---

THE LICENSE, titled the “*Summer Residence License Agreement 2022*” (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**

The *Summer Residence License Agreement* is for the entire 2022 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 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.

1. 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 or their designee.
2. Residence accommodations are available only to fully matriculated students enrolled in a degree granting program at the University. Exceptions to this must be made in writing via email to the Office of Residence Life and will be considered on a case by case basis. The University is unable to provide family housing accommodations.
3. Students requesting housing must complete the on-line application process.
4. 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* by electronic signature, shall not relieve the student from responsibility for all of the terms and conditions and payment obligations of this *License Agreement*.
5. No commercial activity may be conducted in or from any University residential facility. In addition, babysitting is not permitted in any University residence facility.
6. Students are not able to rent or sublet their space on campus to any person. Students who violate this may be adjudicated through the student conduct system.
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 room, suite, lounge, hallway or apartment. 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. Any violation of the no-smoking policy may 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 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.

10. Residents are not permitted to have pets of any type within the residence halls with the exception of non-predatory fish in a five (5) gallon or less fish tank per resident. The only other animals permitted within the residence halls are service/support animals in accordance with ADA guidelines. All students requesting these animals must review the University requirements with the Disability Resource Center and the University's policy on service/support animals. The student must register with the Disability Resource Center and receive approval for support animals prior to the animal arriving on campus. The University assumes no liability for this animal and it is the sole responsibility of the student requesting its presence on campus. Please see the University's Policy on Service and Emotional Support Animals for additional details which can be found on the Disability Resource Center's website.

11. Montclair State University students who require a healthcare professional to administer a medical treatment (examples: wound care, intravenous infusion, respiratory treatment) while living in the Residence Hall must notify the University Health Center and Disability Resource Center at least five (5) business days prior to the commencement of the treatment. Students are encouraged to discuss any treatments with their roommate(s) to prevent disruptions and encourage communication. In the event it is deemed by the Disability Resource Center, in consultation with the University Health Center, that the service cannot be reasonably accommodated in the residence hall, the student and provider must make appropriate off campus arrangements.

12. Despite New Jersey laws that legalize medicinal use of cannabis/marijuana, recreational use of cannabis/marijuana and hashish by persons over the age of 21 and decriminalization of marijuana/hashish use under the age of 21, **any use of marijuana or hashish on the campus of Montclair State in any form is prohibited**. Any use of marijuana/hashish on Montclair property shall permit Montclair to terminate this Agreement and the resident shall not be entitled to a refund of any funds prepaid.

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

1. The University may terminate this agreement and take possession of the assigned space for, but not limited to the following: 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; 4) student's non-payment, and 5) violation of the COVID-19 Provisions.

2. The University may take possession of the room/apartment 24 hours after the resident has been notified that his or her Residence License and Dining 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 the 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.

5. Upon reasonable notice to a student, Montclair State University reserves the right to request a student to vacate housing due to public health emergency needs, including but not limited to COVID-19, and the Housing Agreement shall not be deemed terminated by Montclair State. In the event a Housing Agreement is terminated by Montclair State University, students may be provided a prorated refund or credit based on then current policies.

6. In the event that the University is directed to close its residence hall by order of the Health Department, Executive order of the Governor or other government officials the University will give students a time frame in which they must vacate their room and remove their belongings. Students may utilize a moving company to assist with move-out with approval from the Office of Residence Life. The University assumes no liability if a student chooses this option. If a student does not claim their belongings within 10 business days their property will be considered abandoned and will be disposed of.

## **C. ROOM ASSIGNMENTS**

1. Room and roommate assignments are made without regard to race, creed, sexual orientation, gender identity or expression, 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/ Dean of Students.

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. 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 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, or leased off campus site 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. If a residence hall under construction or renovation at the time this contract is entered into is not available for occupancy, 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. Reassignment of students by the University to a new assignment, leased off campus site or triple occupancy room due to a residence hall under construction or renovation that is not available for occupancy shall not permit students to cancel their *Residence License Agreement* or require the University to grant a release. In this event, the student will not be refunded or compensated while work is being done to the current living space.

5. Students requiring special accommodations must submit supporting documentation to the Disability Resource Center, the office 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 or other environmental factors in residence halls for extended periods that are within the control of the campus.

a. The procedures include a provision for housing students elsewhere if the conditions that cause 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 may be contacted to choose from the following options: (1) have another resident(s) move in 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 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 their designee. Opening and closing dates for the residence facilities can be found on the Office of Residence Life website.

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

3. 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.

4. Move-in/move-out dates may vary from contract dates and are based on room availability and on-campus conditions.

5. Students may move in only on the authorized check-in date or receive written approval from the Office of Residence Life for an exception.

## **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, 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 in and deposit the sealed envelope into the designated drop box. Any discrepancies between the Room Condition Reports with 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 fall academic term, are required to vacate their assigned space no later than 24 hours following their last exam or August 5th. 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.

4. Residents who are not registered for housing for the fall term will need to vacate no later than August 5, 2022.. The University reserves the right to remove residents and/or charge for occupancy beyond the closing deadline.

5. Residents granted a Release by the University from their Residence *License Agreement* 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(s). 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.

## **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 Resident Assistants.

2. Roommates/suites/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. The resident respondent or complainant's withdrawal from the University does not terminate the disciplinary proceeding except when the University representative determines that it is appropriate under the circumstances for campus security, and reaches a resolution with the respondent, which includes withdrawal of the disciplinary charges. Any student(s) who withdraws from the University in an attempt to circumvent the conduct process will still be held accountable to established policies, if the alleged student is found responsible based on process guidelines. In such incidents, depending on the outcome of the process, the student would be subject to forfeiture of any tuition, fees, etc.

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 cancellation. Cancellation of registration will not relieve a student from payment of housing costs.

5. 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 backdated.

## **I. CANCELLATIONS**

1. The Residence License and Dining Agreement is for the entire summer term. 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 the fall term and complete the Leave of Absence or Withdrawal process, or graduate, 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. We expect that all members of Montclair State University—residents, staff, visitors and guests—act in a manner that demonstrates respect and consideration for those around them, including respect and consideration for the health and safety of all community members. All residential students are prohibited from creating a health or safety hazard within University housing and Montclair State may request or require a resident to leave housing if their continued presence in housing poses a health or safety risk to others. Residential students are required to comply with health and safety laws, orders, ordinances, regulations and health and safety guidance adopted and amended by Montclair State University as it relates to public health crises, for example COVID-19, including but not limited to this set forth in the attached Addendum.

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 or 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 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 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. 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. Should these items be found in the Residence Halls they may be confiscated and disposed of immediately.

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 contract, 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.

15.Students are not allowed to disassemble any University furniture. Students requesting bunk beds and to raise or lower a bed must complete a work order to have University facilities staff complete this request.

## **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**

1. 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 for any resident student of Montclair State University believed to be missing.

2. 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.

*3. 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.*

### **1. Identifying an Emergency Contact Person**

**a. Resident Student:** 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 NEST (NETWORK ENGAGEMENT AND STUDENT/STAFF TRANSACTIONS) system 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.

**b. 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 NEST (NETWORK ENGAGEMENT AND STUDENT/STAFF TRANSACTIONS) system.

2. Every student (resident and non-resident) has their own NEST (NETWORK ENGAGEMENT AND STUDENT/STAFF TRANSACTIONS) account and may enter or change, under personal information/update addresses and phone numbers, as well as provide or update a designated emergency contact person under personal information /update emergency contact information.

### **3. 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.

### **4. Information Designated Contact Person**

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

## **M. COVID-19 Provisions.**

Montclair State University aims to deliver its mission as a public research institution while protecting the health and safety of our students and minimizing the potential spread of disease within our community. As a resident of Montclair State's residence halls, the novel coronavirus or anything that evolves from it (COVID-19) will impact the student housing experience in response to public health-informed decisions. The below policies and guidelines are incorporated by reference into the Montclair State Residence License and Dining Services Agreement ("Housing Agreement") and Residence Life Standard Policies and Procedures, and are applicable to all residential students, and commuter students or employees who purchase a meal plan. As always, we will endeavor to update you with timely information about specific health and safety guidance.

**1. Health and Safety.** We expect that all members of Montclair State—residents, staff, visitors and guests—act in a manner that demonstrates respect and consideration for those around them, including respect and consideration for the health and safety of all community members. All students are prohibited from creating a health or safety hazard within University housing and Montclair State may require a resident to leave housing if their continued presence in housing poses a health or safety risk to others. Residential students are required to comply with all health and safety laws, orders, ordinances, regulations, all health and safety guidance issued by the Center for Disease Control, and all policies and procedures adopted or amended by Montclair State University as it relates to public health crises, including COVID-19.

**2. Screening/Masks.** To prevent infection to others, students must self-screen themselves daily for symptoms of and exposure to COVID-19 and report exposure to COVID-19 to the University Health Center. Students must use any technology offered by the University to assist with self-screening, submit to COVID-19 testing if requested by the University in the interest of public health, and to cooperate with contact tracing to protect the public health of others. Students must adhere to any mask policies as adopted and amended from time to time by the University.

**3. Quarantine / Isolation / Separation.** Any student traveling outside of New Jersey must comply with any CDC, U.S. and New Jersey's travel restrictions. At any time, the University may request or require a resident to leave housing when that resident's continued presence poses a health or safety risk for community members. Residential students are required to comply with requests from Montclair State to leave their assigned space due to COVID-19 or other public health emergency and failure to do so is a violation of the Housing Agreement and Residence Life Handbook, and may subject a student to emergency removal from their assigned space and discipline under the Student Code of Conduct. Not all residential rooms or halls are appropriate for self-quarantine or self-isolation, for example, and in those situations where a student is recommended to self-quarantine or self-isolate, students may not be permitted to continue residing in their residential space and will be provided alternative housing arrangements as needed and if available. Removal from housing to isolate or quarantine does not constitute a termination of the Housing Agreement by Montclair State.

**4. Density Reduction.** Residential students may be required to comply with any efforts needed on campus due to COVID-19 or other public health emergency to reduce residential density, including, but not limited to, the relocation of all or some persons to alternative housing. Relocation does not constitute a termination of the Housing Agreement by the University. In the event Montclair State must relocate students as part of a density reduction strategy due to public health concerns for an extended period of time and alternative housing is not available, it shall not constitute termination of the Housing Agreement by the University.

**5. Dining Services.** Dining service, including where and how it will be offered, is subject to the discretion of the University and may be modified to address public health concerns. Due to health and safety guidance adopted by Montclair State University, Dining Services may eliminate or reduce the occupancy of dining halls, prohibit or limit the amount of time students spend in dining halls, or make other operational adjustments needed to address health and safety concerns. Any modifications of dining services by the University shall not entitle a meal plan purchaser to a refund, credit or other adjustment from the University.

**6. Cleaning.** Montclair State will continue to implement and modify cleaning protocols by University Facilities in the interest of minimizing the spread of disease. Students must comply with appropriate cleaning protocols communicated by Montclair State within their assigned residential spaces to prevent COVID-19 within residence halls. Students living in University apartments and suites will be required to clean their unit's common areas, living rooms, bedrooms, bathrooms and kitchens themselves. The University will not clean the interior of any unit, and students will be responsible for purchasing cleaning supplies and maintaining clean units.

**7. Testing/Vaccines.** Students residing in residence halls may be required to submit to COVID-19 diagnostic testing and cooperate with contact tracing. The results of any testing shall be kept confidential but may be shared with public health authorities in accordance with applicable laws. All students residing in University housing are required to be vaccinated against COVID-19 unless they have been granted a medical exemption by the University.

**8. Guests/Visitors/Common Areas.** Visitors and guests are prohibited in Residence Halls except as otherwise permitted and determined appropriate by the University in accordance with its safety protocols, and in the interest of the public health. Common areas in Residence Halls may also be restricted or prohibited for use at any time by the University when appropriate for the protection of the public health.

**9. Room Changes.** Roommate assignments will remain unchanged during the entire academic year for consistency and the safety of all residents. Exceptions may be granted under exceptional circumstances.

**10. Termination.** Notwithstanding the foregoing, upon reasonable notice to a student, Montclair State may elect to terminate the Housing Agreement. In the event a Housing Agreement is terminated by Montclair State, the student will be provided a prorated refund or credit based on the current policies.

**11. Mitigation and Acceptance of Risks.** By signing the Residence Dining and License Agreement, students voluntarily assume the risk of being exposed to or infected by COVID-19, the risk that such exposure may result in personal injury, illness, distress, permanent disability and death, and that Montclair State University is immune from liability to the extent permitted by the NJ Tort Claims Act, N.J.S.A. 59:1-1, et. seq.

**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.**

---

Dr. Dawn Meza Soufleris  
Vice President for Student Development and Campus Life

---

Mrs. Jeanine Stroh  
Executive Director of Residence Life