I. INSTRUCTIONS

When completing the Housing Contract Acceptance Form, please type or print legibly in black or dark ink only.

Room/Housing Deposit = $200 (non refundable)
Security Deposit = $150 (refundable)

Please submit your Housing & Meal Plan Application and deposits (new residents = $350 / returning residents = $200) to the following:

New Domestic Students (freshmen, transfer, and graduate students):
Office of Admissions (H-DH3-10)
Fairleigh Dickinson University
1000 River Road
Teaneck, NJ 07666

Returning Students:
Office of Enrollment Services (T-KB1-05)
Fairleigh Dickinson University
1000 River Road
Teaneck, NJ 07666

New international Students:
Office of International & Graduate Admissions (T-KB1-01)
Fairleigh Dickinson University
1000 River Road
Teaneck, NJ 07666, USA

Please read this contract carefully. Your signature on the Housing & Meal Plan Contract Acceptance Form indicates your agreement to adhere to the terms of the contract.

II. STATEMENT OF PURPOSE

1. It is the intention of Fairleigh Dickinson University to confer on the resident student or guest by this contract, permission to reside in the University residence halls for the purpose of pursuing educational activities at the University during the academic year.

2. The University and resident student or guest mutually agree that this contract confers permission to reside in the University residence halls, subject to the terms and conditions of this contract. The terms of this contract may be modified for individual cases only upon the mutual written consent of the resident student or guest and the University.

3. This contract does not create nor is it the intention of the parties to create a lessor-lessee relationship between the University and the resident student or guest in the utilization of the residence halls.

III. ELIGIBILITY

1. Any person who has been recently admitted to the University or is enrolled as a full-time matriculating student for the academic year and who has received clearance from Student Health Services and the Office of Enrollment Services to become a resident student may enter into this contract with the University. Guests who reside on campus receive clearance via the Office of Residence Life.

2. The University reserves the right to terminate this contract based upon a student’s cumulative Grade Point Average falling below 2.0, or a student not making successful progress toward a degree.

3. If a resident fails to enroll or maintain a full time status, or fails to pay fees, the resident agrees to vacate premises within 24 hours after original notification. Failure to do so will result in room and board charges accruing and disciplinary action being taken.

4. A resident may not sublease or rent a room assignment or permit another person to share a private room assignment and the resident may use the room as a residence only.

5. A resident whose housing contract is terminated by the University due to disciplinary reasons will forfeit all residency charges for the semester and be eligible for refunds only at the discretion of the Office of Residence Life, in accordance with the University refund policy (see section VIII, number 11).

IV. PERIOD OF CONTRACT

1. This contract is for two academic semesters (Thanksgiving recess, Winter Session, Spring Break, Summer Break, and other times when classes are not in session as determined by the applicable academic calendar are excluded) and, when approved, entitles the applicant to a space in the residence halls. Anyone needing housing during break times will incur a separate charge for his/her room.

2. This contract does not apply to summer and winter session Housing Contracts, which are handled separately. These forms are available prior to the respective recess at the Office of Residence Life. During these periods, residents may be consolidated into specific halls and food service is not guaranteed.

3. Each semester, published check-out procedures must be completed and all rooms must be vacated within 24 hours after a resident’s last final examination, or at the published time for the official closing of the residence halls, whichever comes first. Spring semester graduates can check-out of the residence halls by 10 AM the day after graduation if they submit a Housing Extension Form.

4. Failure to check-out properly and/or return of keys and swipe card will result in administrative fines and/or charges, and will result in the forfeiture of any damage billing appeal rights.

5. Residents may not occupy or leave personal belongings in any residence hall before the hall is officially open, or after the halls have closed for the academic year.

V. APPLICATION PROCEDURES

1. Freshman applications must be received by May 1st to guarantee primary housing consideration. Assignments are made based on deposit date, and do not guarantee assignment in a double occupancy room.

2. Entering freshman, transfer, and new graduate students should return a completed Housing & Meal Plan Application and a $350.00 room/housing deposit to the Office of Admissions. Of the $350.00 deposit, $200.00 is a room/housing deposit and $150.00 is a security deposit.

3. Housing & Meal Plan Applications will not be processed until both the Housing & Meal Plan Application and deposit have been received.

4. Returning residents who have a security deposit on record with the Office of Enrollment Services should complete the Housing & Meal Plan Application then take it to the Office of Enrollment Services, and pay the annual $200.00 room/housing deposit. The Office of Enrollment Services will validate the deposit on the Housing & Meal Plan Application and return it to the Office of Residence Life. If the Spring Room Selection has passed, return the Housing and Meal Plan Application to the Office of Residence Life after the Office of Enrollment Services has validated it.
5. All former residents who do not have a $150.00 security deposit on file with the Office of Enrollment Services must also submit $150.00 security deposit to the Office of Enrollment Services before their applications will be processed.

6. The room/housing deposit will be applied to the room charge in the first semester of the contract period provided that the resident does not forfeit the deposit (see section VIII, number 11).

VI. ASSIGNMENTS

1. The University cannot guarantee a student a particular type of accommodation. Assignment to rooms in the residence halls will be made in accordance with the established policy for priorities and on the basis of available space.

2. The resident agrees to provide the University with the information and preferences requested on the Housing & Meal Plan Application for the purpose of hall, room, and roommate assignments. The resident will be held accountable to the information they provided on the Housing & Meal Plan Application, (ex. Non-smoking assigned as a non-smoker).

3. Requests for assignment with a specific roommate will be honored whenever possible based on the condition that both have requested each other, have submitted their information together and each has a deposit on record at the time the request is made and space is available.

4. A freshman can be assigned to a room either before or after he/she has been matched with a roommate.

5. Most residents are accommodated in double rooms; however, depending on demand, students may be placed in a triple. The cost may vary depending on room type.

6. Applications filed by returning residents who desire an assignment will be given priority only if their application is received according to the spring room selection process.

7. Double rooms, unless otherwise specified, are to be occupied by two persons. In the event that one of the registered occupants moves from the room, the Office of Residence Life will assign a new roommate for the remaining student. The remaining student must be prepared to receive a roommate at all times. The remaining resident may not deter someone from selecting the empty space in his or her room. If this is done then the remaining roommate could be reassigned at the discretion of the Office of Residence Life.

8. If a vacancy occurs in the assigned room, the remaining resident agrees to accept another roommate as assigned, move to another room if requested, or pay additional charges to maintain the room as a single at an increased rate equal to one-and-one half times the amount of the semester’s regular double occupancy rate.

9. If space permits, the Office of Residence Life reserves the right to consolidate available spaces or to assign the double room as a single at an increased rate equal to one-and-one half times the amount of the semester’s regular double occupancy rate.

10. Room charge refunds for residents during extended periods of overflow housing and all final decisions on assignments will be determined solely by the Office of Residence Life.

11. The resident understands that the University makes all assignments without regard to race, color, religion, sexual orientation, or national origin and rejects all requests for changes of assignment based on reasons of race, color, religion, sexual orientation, or national origin.

12. The University reserves the right to modify room assignments for disciplinary reasons, health, safety, catastrophe, closing of facility, or irresolvable incompatibility of roommates. The University further reserves the right to cancel or terminate this contract for disciplinary/administrative reasons or when the University deems that the resident’s conduct poses an infringement or potential danger to himself/her or others.

13. The University reserves the right to relocate residents of a room/suite at the discretion of a Residence Life Staff Member or other authorized University officials in cases where that staff member feels it is impossible to determine fault or if they feel that a conflict is not able to be resolved.

14. The University reserves the right to temporarily or permanently reassign a student for the violation of community standards.

15. Disciplinary records will be reviewed at the end of each semester. Based on a committee’s review of an individual’s disciplinary history, the privilege of residing on campus for the subsequent semester may be revoked.

16. Temporary, expanded occupancy primarily in freshman halls is occasionally necessary in the fall semester until reassignment occurs.

VII. ASSIGNMENT CHANGES

1. Rooms will be occupied only upon assignment by the Office of Residence Life and room changes or vacating the room must be pre-approved by the Office of Residence Life.

2. All residents must receive authorization from the Office of Residence Life to cease to reside in their assigned rooms or to move from the residence halls.

3. The Office of Residence Life reserves the right to levy an administrative charge for unauthorized moves or failure to follow proper check in/out procedures. Residents must check in by the first day of class or notify the Office of Residence Life in writing of late arrival.

VIII. CANCELLATIONS AND REFUNDS

1. The security deposit ($150) will be maintained in an escrow account until such time the resident withdraws in writing at the end of the contract period, or it may be applied to housing for the following year as a security deposit. The $200 room/housing deposit is non-refundable.

2. Individuals who do not claim their room assignment and keys on the first day of classes by 5:00 p.m. in the Fall or Spring semester, are subject to cancellation and/or room reassignment. In addition, you may be subject to any applicable housing and board fees. Failure to pick up a key will not release a student from the contract obligation.

3. All students who claim their room assignments and keys for the fall semester will be charged for both fall and spring semester, provided that they are academically enrolled at the University for both fall and spring semester.

4. Students who are in residence for the fall semester and who are enrolled in classes for the following spring semester are required to remain in residence. Contracts may be canceled for the Spring semester for the following reasons: only; graduation, transferring to another institution, taking a leave of absence, academic internships or Co-ops, attendance at the Wroxton Campus, or withdrawal from the University. A Housing & Meal Plan Cancellation Form must be completed in the Office of Residence Life by November 1st. Any student failing to meet this deadline will be assessed an administrative fine.

5. Current Fall residents who desire to be released from their Housing & Meal Plan Contract for reasons other than stated above for the Spring semester must submit a Housing & Meal Plan Cancellation Form by November 1st for consideration. Submission of the Housing & Meal Plan Cancellation Form does not automatically guarantee your release from campus housing. You will receive notification from the Office of Residence Life relative to your request. Notification will state approval or denial of your request. Decisions will be determined by a committee convened by the Director of Residence Life. If your request to be released from the contract is approved, at minimum, there will be a $200 penalty fee billed to the
residents account. Any refunds, if applicable, will be based on the University refund policy (see section VIII, number 11).

6. Residents who have been released from their contracts due to exclusion, transferring, or withdrawal must vacate their rooms, check-out with a staff member, and return room keys prior to the end of the Fall semester. Otherwise they will incur charges in accordance with the University refund policy (see section VIII, number 11).

7. Residents who have been excluded from the University for academic reasons must notify the Office of Residence Life immediately in writing. Withdrawals will be processed when a Housing & Meal Plan Cancellation Form is submitted, belongings are removed and keys are returned to the Office of Residence Life. Otherwise they will incur charges in accordance with the University refund policy (see section VIII, number 11).

8. If a student files the appropriate Housing & Meal Plan Cancellation Form but does not remove personal belongings and return all issued keys, they may continue to be billed in accordance with the University refund policy (see section VIII, number 11). They may also incur charges for the removal and/or storage of personal belongings. Belongings will be discarded if not claimed within 2 weeks of the date on the Housing & Meal Plan Cancellation Form.

9. Students submitting a new application for the spring semester must submit a $150.00 security deposit, $200.00 room/housing deposit and the Housing & Meal Plan Application to the Office of Enrollment Services.

10. All refunds are contingent upon the following:
   a. Compliance with the Housing & Meal Plan Contract;
   b. Prior settlement for all assessments of damage charges and fines;
   c. Proper and timely notice, in writing, provided to the Office of Residence Life of your desired cancellation.

11. Residents who withdraw from the University and the residence halls after accepting their assignment and keys but before the close of the semester will forfeit their housing deposit but may be entitled to a partial refund of their room charge, provided they adhere to established procedures. The schedule for room charge refunds is as follows:

<table>
<thead>
<tr>
<th>Week</th>
<th>Amount of Refund</th>
<th>Amount Retained by the University</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Week</td>
<td>90%</td>
<td>10%</td>
</tr>
<tr>
<td>Second Week</td>
<td>80%</td>
<td>20%</td>
</tr>
<tr>
<td>Third Week</td>
<td>60%</td>
<td>40%</td>
</tr>
<tr>
<td>Fourth Week</td>
<td>40%</td>
<td>60%</td>
</tr>
<tr>
<td>Fifth Week</td>
<td>20%</td>
<td>80%</td>
</tr>
<tr>
<td>After Fifth Week</td>
<td>0%</td>
<td>100%</td>
</tr>
</tbody>
</table>

No Refunds after the fifth week of the semester.

12. All refunds for room charges or deposits are made in the form of credit to the student's receivable account of Fairleigh Dickinson University, Office of Enrollment Services.

13. The University reserves the right to cancel room assignments of those students who are not registered for classes (12 credits undergraduate or 9 credits graduate) by July 15th for the Fall Semester and December 15th for the Spring semester.

X. CARE OF FACILITIES

1. The resident agrees to be directly and financially responsible for keeping the room/suite, and their furnishings clean and free from damage, and to cooperate with roommates in immediately informing the staff of any deteriorated conditions of the room/suite or its furnishings.

2. The resident agrees to pay charges when assessed for damages or special housekeeping /maintenance services, due to misuse or abuse of facilities for which the resident is responsible. The resident also agrees to pay an equal portion of charges assessed to all occupants of a room/suite/building when those persons responsible fail to assume responsibility of the damages.

3. The University reserves the right to assess residents of a complex, hall, floor or suite the expense of repairs or replacement of any property damages in common areas used by those residents and/or guests, unless the individual or individuals, responsible for the damage is identified.

4. The resident agrees to use public areas and residential corridors in a careful and proper manner and to contribute to the orderliness and cleanliness of all areas used by residents and guests.

5. The resident agrees to report loss of any key/swipe and to pay a charge for key/swipe replacement and changing the locks on the doors affected by the loss of the key/swipe or by failure to return assigned keys/swipe upon checkout/withdrawal.
XI. ROOM ENTRY AND INSPECTION

The University reserves the right to enter and inspect rooms for the purpose of:

1. Checking for violations of University policy.
2. Maintaining sanitary standards that protect the safety, health and well-being of residents.
3. Ensuring that University property is being properly maintained.
4. Ensuring against fire hazards and other conditions which may place the resident or community in danger, potential harm or reasonable apprehension of harm.
5. Maintaining the necessary repairs. Rooms and buildings are periodically inspected by the Resident Assistant staff. Improper cleanliness, neglect, or damage to University property will be dealt with administratively or through the disciplinary system.
6. Prior to moving into the residence halls, each resident will receive a list of items prohibited in the residence halls. If said items are discovered and confiscated by a staff member of the University, the item(s) become property of the University and will be discarded or donated to a local charity. Items will not be returned to residents.

XII. FEES AND BILLING

1. The Board of Trustees establishes the annual housing and meal plan fees for the academic year. Students will be notified of appropriate housing and meal plan fees by the Office of Enrollment Services. All University fees are subject to change at the discretion of the Board of Trustees.
2. Prior to accepting the room assignment and receiving keys at the beginning of each semester, the resident must be cleared by the Office of Enrollment Services to move into the residence halls. This clearance will consist of settlement of all previous assessments, verification of class registration, and pre-payment of room and board charges for the current semester including tuition, room, board, and general fees.
3. Each resident student will be mailed a bill for the upcoming semester’s room and board charges (one-half of the annual charge) approximately 30 days prior to the beginning of the semester, provided that the resident has met all published deadlines by the Office of Residence Life.

XIII. FOOD AND OTHER SERVICES

1. All undergraduate residents are required to participate in one of the University’s meal plans. Reductions to the meal plan requirement can be made for medical, religious or academic (internships, Allied Health practicum, or student teaching) reasons only when supported by documentation acceptable to the University. All requests for meal plan changes must be received by the first day of classes of each semester. Any submissions after this date will not be considered. You must contact the Dean of Students to receive a meal plan appeal form. Please be aware that your original meal plan will be in effect until you receive written confirmation of any changes.
2. For more information, please contact the Dean of Students at the following address:

DEAN OF STUDENTS (T-DS1-01)
Fairleigh Dickinson University
1000 River Road
Teaneck, NJ 07666
3. Washers and dryers are available in the residence hall areas for resident student or guest use only. No linen service is provided.

4. Mail is delivered each weekday, excluding holidays and days the University is closed, to student mailboxes. Mailboxes should be checked each day. This is the official means of communication with the resident student and each student is required to have an assigned mailbox.

5. Telephone service is provided for all residence hall students. Students are required to provide their own hardware. Students are not permitted to have contracts for outside telephone service. Students will be responsible for all long distance or toll charges made with their personal security code (PSC). The Office of Residence Life will not be involved in billing or the payment of bills, nor will it serve as a collection agency for the telephone company or roommates. Students should not share and should protect the PSC access code assigned to them. The Office of Residence Life requires that all resident students activate their voicemail box. Frequently, the Office of Residence Life will use voicemail distribution lists as a means of passing on vital information to resident students or guests. Failure to activate the voicemail box will not excuse a resident from knowledge of the information contained in such voicemails. Students who do not follow this directive will be subject to judicial proceedings and a fine.

6. The University provides each residence hall bed with access to the Local Area Network (LAN) system. This system is a common server that utilizes multiple software packages, including Internet and e-mail servers. An IBM 386 computer with sixteen (16) megabytes of free hard drive space is the minimum hardware acceptable. Students must purchase an Ethernet card to access this system. The University prohibits the use of routers and/or extensions to the University network. Students found using this type of equipment are subject to having their internet access disabled and are subject to judicial action by the University.

XIV. RESIDENCE HALL REGULATIONS

1. The Residence Hall regulations are enacted to protect the general welfare of the residential community. Infractions of any of these regulations may result in administrative or disciplinary actions including, but not limited to fines, loss of privileges, change of residency, or disciplinary penalties. Conduct which is inconsistent with the goals and objectives of Fairleigh Dickinson University will not be tolerated. Students are required to become familiar with and abide by, their rights and responsibilities as outlined in this contract, the Student Handbook, Residence Hall Code, the Code of Student Rights, Responsibilities and Conduct, and in any additional publications from the Office of Residence Life or the University.

2. The Student Handbook is available in the Dean of Students Office, the Office of Residence Life and at http://www.fdu.edu

3. Disciplinary records will be reviewed at the end of each semester. Based on a committee’s review of an individual’s disciplinary history, the privilege of residing on campus for the subsequent semester may be revoked.

XV. LIABILITY

1. The University does not assume responsibility for the resident’s or other person’s loss of money or valuables or for loss of, or damage to personal property for any reason. The University recommends that the resident contact an insurance carrier concerning the availability of protection against such losses.