

**Saint Elizabeth University**  
**Academic Year 2023-2024 – updated July 2023**  
**Housing and Dining Services Agreement**

*Please read the Housing Agreement fully and thoroughly. Students must accept the terms and conditions listed below to be assigned housing on campus.*

**1. Term of Agreement**

- a. This agreement (the “Agreement”) is for the 2023-2024 Academic Year. The term of the Agreement (the “Term”) begins with the first scheduled date of occupancy for resident students for the fall semester (August 23, 2023) through May 17, 2024. Any student who applies for residence hall accommodations will be bound by this Agreement for the balance of the period.

**2. Payment of Account**

- a. You agree to retain accommodations for the Term and to pay Saint Elizabeth University (the “University”) at the established rate for room and board. You will not be permitted to move into campus housing until you have been financially cleared, medically cleared, and registered for a full time course load of 12 (or more credits). If you are found in residence without proper clearance, you will be removed immediately and billed for each day you resided in campus housing. All payments must be made prior to, or not later than, the first day of residence. Failure to comply will result in the loss of your room assignment. Payment must be in the form of certified check or money order and made payable to Saint Elizabeth University. Any check or money order should include your Student Identification Number on the face of such items. Credit card payments made through Self-Service are permissible although processing fees will apply.
- b. Refunds are calculated from the opening date of classes in accordance with the following schedule which coincides with academic refunds:
  - i. Prior to the end of the add/drop period: 100% (for fall semester 2023, September 11th is the add/drop day)(for spring semester 2024, January 30th is the add/drop day)
  - ii. During the first week after the add/drop period: 90%
  - iii. During the second week after the add/drop period: 70%
  - iv. During the third week after the add/drop period: 50%
  - v. During the fourth week after the add/drop period: 25%
  - vi. **No refunds** after the end of the fourth week after the add/drop period.

**3. Room Assignment**

- a. Room assignments and reassignments are at the discretion of the University and remain so at all times. Submitting a housing application and a signed Agreement form does not guarantee assignment to a permanent room. Room assignments are confirmed after receipt of the signed Agreement, payment of residence fees and timely submission of the required and approved health and immunization forms.

- b. Saint Elizabeth University adheres to all federal and state laws and regulations prohibiting discrimination in private institutions of higher education, including discrimination based on race, creed, color, national origin, ancestry, age, marital status, civil union status, domestic partnership status, affectional or sexual orientation, genetic information, pregnancy or breastfeeding, sex, gender identity or expression, disability or atypical hereditary cellular or blood trait, or because of the liability for service in the Armed Forces of the United States or the nationality of any individual, or because of the refusal to submit to a genetic test or make available the results of a genetic test. Room assignment or reassignments will not be made on the basis of a student's status as a member of a protected class. The University adheres to all federal and state laws and regulations requiring reasonable accommodation of students who have a disability. Students who require accommodation due to personal circumstances, including disability, should notify the Office of Accessibility Services.
- c. If one occupant of a double room moves, the remaining occupant may:
  - i. remain in the double room with a newly assigned roommate,
  - ii. be assigned to another double room, or remain in the double room originally assigned, at the discretion of the University, with an additional fee.

#### **4. Dining Service**

- a. Each resident student is provided with an "all you care to eat" 19 meal plan for the duration of the Term, excluding break periods. This includes three meals per day on weekdays and brunch and dinner on weekends. Grab and Go options are also available. The University reserves the right to modify this meal plan during inclement weather or if mandated to do so through Executive Order of the Governor.

#### **5. Service provided**

- a. Each resident is provided with the following furnishings: bed, mattress, chest of drawers, closet, desk, chair, sink, MicroFridge (refrigerator, freezer and microwave unit) and window air conditioning unit.
- b. Wi-Fi is provided to allow for streaming services such as Netflix, Hulu etc. Cable television is not provided.
- c. Common areas in each hall include lounges, and/or kitchenettes available for student use, unless conditions dictate closure of such spaces at the discretion of the University.
- d. Free laundry facilities are available to building occupants only.

#### **6. Liability/Insurance Plan**

- a. The University is not liable for loss, theft, or damage to personal property of students. All students are urged to obtain personal property insurance either with their parent's household insurance policy or by a student policy available for this specific purpose (e.g. NSSI). Resident students agree to cooperate with a roommate in the common protection of property. Room doors are to be locked when not occupied.
- b. You understand and acknowledge that any personal effects, valuables, or other property of the student left in the residence halls after expiration of the student

agreement period will be considered abandoned property and may be retained by the University, or may be disposed of. The cost to remove personal property left behind is to be paid by the person(s) living in the room.

### **7. Medical Insurance/Health & Immunization Records**

- a. University policy requires that resident students have medical insurance. Each resident student is automatically enrolled in, and billed for, the University's student insurance program or present evidence that he/she is covered under another plan by the established deadline, at which time they will be removed from the University's plan and charges reversed. All resident students must complete and submit required health and immunization forms in a timely fashion in order to be eligible for campus housing. Failure to complete and return the University's health form will result in the inability to take occupancy of the assigned space, forfeiture of residence space and/or forfeiture of the room deposit.

### **8. General Conditions**

- a. You must be officially registered for a full-time course load of 12 or more credits for the semester before you are permitted to occupy your assigned room.
- b. You are not permitted to use, and agree that you will not use, your room or other building facilities for any commercial purposes whatsoever. Commercial solicitation by residents or outsiders is not permitted.
- c. Safety and fire regulations are strictly enforced by the University. Violations of these regulations constitute cause to fine you and/or remove you from campus housing. Tampering with fire equipment (smoke detectors, pull stations, fire extinguishers) is fineable by the University as well as the Florham Park Fire Department. As of January 2022, a first offense for tampering with fire equipment will result in disciplinary probation, a \$500 University fine AND a minimum \$500 FPDF fine. Failing to evacuate will result in disciplinary probation with the University and is fineable to FPDF starting at \$500. A second offense will result in increased fines, disciplinary probation and temporary removal from residence. A third offense will result in suspension and/ or expulsion.
- d. The possession, use, or distribution of illegal drugs or fireworks within the residence hall and the possession of firearms while on University property is strictly prohibited. Violators will be removed from campus housing immediately and prosecuted to the fullest extent of the law.
- e. Responsible use of alcohol is permitted in accordance with the University's substance abuse policy.

In addition to the University substance abuse policy, the following regulations apply specifically to the use of alcohol in the residence halls:

- No alcohol is permitted in the residence halls for persons under the age of 21.
- Students of age 21 or older may consume and/or possess alcohol in their residence hall room, with the exception if they have a roommate that is under the age of 21, then alcohol is not permitted by either roommate.

- Persons under the age of 21 are not allowed in rooms where alcohol is being consumed.
- The consumption, possession, or intent to consume alcoholic beverages in public or common areas of the residence hall or campus is strictly prohibited; students are not permitted to be in the presence of alcohol, whether open or closed, in a public or common area.
- The serving, allowing, or permitting to be served, offering, or intent to serve, distribute, purchase for, or offer alcoholic beverages to anyone under the age of 21 years is in direct violation of New Jersey Law and is prohibited.
- Intoxication resulting from substance use by students under the age of 21 is prohibited. Misconduct as a result of intoxication by any student is prohibited.
- No kegs, beer balls, or drinking games that promote binge drinking are permitted in the residence halls. The use, possession, manufacture and/or distribution of illegal substances in connection with any on-campus or off-campus activity are strictly prohibited.
- The misuse and/or distribution of prescription drugs are strictly prohibited.
- The use of any substance for other than its intended purpose is strictly prohibited.
- Beer pong tables or funnels are prohibited within the residence halls.

As dictated by the substance abuse policy, sanctions for violation of the policy include: monetary fines (first offense = \$50.00, second offense = \$100.00, third offense = \$200.00) and possible referral to counseling, revocation of privileges to attend or consume alcohol at campus events, disciplinary probation, removal from residence, suspension and/or expulsion.

- f. All University facilities are smoke free. Smoking is permitted only in designated outdoor smoking areas on campus. Violation of the above policy will result in a fine ranging from \$50.00 - \$200.00 per individual involved in each violation and/or removal from the residence hall. Tampering with fire equipment (covering smoke detectors) will result in a \$500 fine for a first offense as well as disciplinary probation AND a minimum \$500 fine from FPF (see further information above). If a room requires painting due to odor from illegal smoking, that will be a \$200 charge to the occupant of the room.
- g. The housing of birds, cats, dogs, reptiles, rodents, and other pets of any kind is not permitted unless prior approval is granted by the Office of Accessibility Services for a verified support or service animal.
- h. Electrical devices including, but not limited to: microwaves, coffee pots (with the exception of a Keurig), portable air conditioners, popcorn poppers, and other similar appliances with heating devices are not permitted for safety and fire prevention reasons.
- i. Other prohibited articles include: firearms/weapons of any sort, fireworks, explosive devices, highly volatile materials or any fire causing devices, such as candles, incense, etc. At a minimum, any such electrical device will be impounded and released only at the end of the Agreement period. The University reserves the right to fine you from \$30.00 to \$200.00 and/or remove

you from housing if you violate this policy. Violators may also be subject to prosecution under local, state and federal laws.

- j. Hover boards and drones are not permitted in student rooms, or common areas in the residence halls.
- k. The use of electric hair dryers and hair products are permitted in common restrooms only due to the sensitivity of the alarms in the bedrooms.
- l. Electric razors, radio and television sets (no outside aerials) are permitted. The University reserves the right to rescind the privilege to use such items if it causes a disturbance to the other residents, or if such use creates a fire hazard or a housekeeping problem.
- m. Students are responsible for cleaning their rooms (including the MicroFridge unit provided for use) and for maintaining the room and its furnishings in good condition, normal wear and tear excluded. An excessive housekeeping charge will be assessed for rooms found to be in an unsatisfactory condition.
- n. Residents shall be held liable for room or common area damages beyond ordinary wear. Damages occurring to public areas and not assignable to a single individual will be prorated and assessed to students whom the common area serves.
- o. Routine and unannounced inspections may be held periodically for the purpose of assuring health and safety standards. In case of an unannounced inspection, the Director of Residence Life, or a Resident Coordinator will supervise the inspection process. Unannounced inspections will be conducted at a reasonable time and in a reasonable manner depending upon the circumstances. A student's absence shall not prevent the occurrence of an inspection. If there is reasonable cause to believe that a student has used his/her residence room for purposes in violation of federal, state, or local laws, University officials may search the room of such student. No such search by University officials shall occur unless a probable cause is determined by the Vice President of Student Life or their designee.
- p. The side and rear doors of the residence halls are not to be used except in emergencies (i.e., fire drills, emergency evacuations, and other times specifically designated by University Personnel.) Individuals who violate this policy will receive a violation fine ranging from \$75.00 -\$150.00 for each occurrence.
- q. Room checks will be conducted during every break to ensure compliance with the vacation policy. Any room, property or item found to be in violation of any residence life or University policy will be handled through the judicial process.

When leaving the residence halls for official vacation periods (Spring/Easter Breaks, Thanksgiving/Winter Breaks, etc.) students must:

- Leave by the specified time of residence hall closing.
- Remove all trash from room.
- Unplug all items from electrical outlets (except the micro fridge unit).
- **OVER WINTER BREAK ONLY** - Empty and clean out the refrigerator and leave the door open for proper ventilation of the appliance.
- Close and lock all windows.
- Turn off all lights.
- Close and lock the door.

- Remove all valuables, as the University is not responsible for lost, damaged or stolen articles.
- The dates for the breaks this year are as follows:
  - Thanksgiving Break – November 22<sup>nd</sup> – 26<sup>th</sup>, 2023
  - Winter Break – December 18, 2023 - January 21, 2024
  - Spring Break – March 2<sup>nd</sup> – 10<sup>th</sup>, 2024
  - Easter Break – March 28<sup>th</sup> – 31<sup>st</sup>, 2024
- r. All residents depart from the halls during break periods and the dining hall is closed. The only exceptions to remain in the halls during a break is for athletes in season, to attend registered classes at FDU or Drew, student teaching, internships, or compelling personal reasons due to safety or wellbeing, which will involve a meeting with our Director of Counseling. Break requests must be approved in advance.
- s. CDC Covid guidelines will continue to be followed. The most recent information will be provided on the University webpage and updated as needed.
- t. Good hygiene practices are encouraged -Sanitize/ wash your hands often and don't touch your face until you do.
- u. If someone tests positive for COVID-19 on a floor, they must isolate for five days at home, or in an isolation suite.

## 9. Cancellations and Refunds

- a. The residence charge refunds are calculated from the opening date of classes in accordance with the following schedule once the room is vacated and room key is turned in to the Residence Life Office:
  - i. Prior to the end of the add/drop period: 100% (for 2023, September 11<sup>th</sup> is the last day to add/drop classes). (for 2024, January 30<sup>th</sup> is the last day to add/drop classes).
  - ii. During the first week after the add/drop period: 90%
  - iii. During the second week after the add/drop period: 70%
  - iv. During the third week after the add/drop period: 50%
  - v. During the fourth week after the add/drop period: 25%
  - vi. After the end of the fourth week after the add/drop period: **no refunds**
- b. Board charges, when applicable, will be prorated in any event of departure from campus housing.

## 10. Acknowledgement and Acceptance of Risk/Waiver and Release

- a. I acknowledge the possible risks, dangers and hazards, including those which may not be known or anticipated by me at this time, of residing in Saint Elizabeth University's on-campus residential housing, including, but not limited to, contracting a communicable or infectious disease, such as COVID-19, from other residents or staff, and that such infection may result in personal injury, illness, permanent disability or death. I understand that these risks may be the result of my own behavior or the actions, inactions, or negligence of other people. By applying for on campus housing, I am acknowledging and voluntarily accepting all such risks, both known and unknown. In consideration for Saint Elizabeth University permitting me to reside in on-campus housing, I agree to waive any claims, or demands to the extent permitted by law that I, my heirs, or my assignees may have against, and release and forever discharge,

Saint Elizabeth University and its agents, employees, officers or trustees, for any and all damages arising from or in any way sustained by me while residing in on-campus housing, including contracting a communicable or infectious disease while residing on campus, or arising from the spread of a communicable or infectious disease within the residence halls, areas surrounding the residence halls, including claims arising from Saint Elizabeth University and its agents', employees', officers' or servants' own negligence.

### **11. Termination of Agreement**

- a. You agree and acknowledge that the University may terminate this Agreement and take possession of your assigned room at any time should the University determine that you have violated this Agreement or University policies, including but not limited to the University's Student Code of Conduct. You agree that should the University notify you of the termination of this Agreement, you will vacate campus housing within twenty-four (24) hours of receiving said notice. You agree that an email to your student email address is sufficient notice of termination of this Agreement, and the notice will be deemed received at the time it is sent. You acknowledge and agree that should the University terminate this Agreement and revoke your housing privileges based on a determination that you have breached this Agreement or violated University policies, you will not receive a refund for unused room or dining hall meal charges.
- b. You agree and acknowledge that the University may also terminate this agreement if the local, state or federal governments order the closure of the campus or if the University deems so is in the best interest of the health and safety of the academic community.

### **12. Resident Room Keys/Locks**

- a. All resident room keys are the property of the University. Each resident will be issued a room key. In the event of a lost key, the occupant will be charged \$75.00 for a replacement key, and when warranted, \$150 for a core change as to insure protection of the personal belongings as well as the person or persons in that room. The charge will be assessed only to the person responsible for the loss of the room key. All charges will be added to your student account.
- b. If the Agreement is canceled by the University or the student withdraws from residence prior to the end of the Term, the residence room key(s) must be promptly returned to the designated office. Refunds will not be processed unless and until you return your room key.

### **13. Final Confirmation**

- a. The Housing & Food Service Agreement may be terminated by the University upon violation of the general conditions of this Agreement. As noted in the "Room Fee Refunds" section, such termination does not result in a refund of the room or meal plan fee. Any revisions or additions to housing policies will be communicated clearly to residents. Once communicated, the changes and additions are incorporated into the Agreement and are immediately applicable. All policies outlined in the Student Handbook, including but not limited to the Student Code of Student, are also incorporated by reference into this Agreement.
- b. The University shall not be liable for any damages, or be required to make a full

or partial refund of room and board fees (but may do so at its option and the amount of any such refunds shall be solely at its discretion), because of any failure, delay or interruption in the University's performance of its duties and obligations under this Agreement as a result of circumstances beyond the University's control, including, but not limited to, compliance with any law, decree, or order of any federal, state, or local governmental agency or authority, including travel restrictions, quarantines or related governmental acts, any omission or delays in acting by any governmental authority, riots, war, public disturbances, fires, floods, extreme weather events, acts of God, outbreaks, pandemic, epidemic, including, without limitation, the coronavirus pandemic, or any other circumstances beyond the University's control which make it impossible, illegal or impracticable for the University to satisfy its obligations under this Agreement (a "Force Majeure Event"). Failure, delay, or interruption of the University's performance of its obligations under this Agreement due to a Force Majeure Event shall not constitute a breach of this Agreement.

#### **14. Indemnification.**

- a. You agree to fully indemnify and hold the University harmless from and against any and all losses, damages, claims, suits, legal judgments, costs, expenses and legal fees, including attorneys' fees, which the University may at any time sustain because of (i) your failure to comply with any federal or state laws, rules or regulations; (ii) any intentional or negligent conduct by you; and/or (iii) your breach of your obligations under this Agreement. Your obligations to indemnify and hold the University harmless shall survive the termination of this Agreement.

#### **15. Miscellaneous.**

- a. This Agreement constitutes the complete and entire agreement between you and the University with regard to this subject matter. It is entered into without reliance on any promise or representation, written or oral, other than those expressly contained herein, and it supersedes any other such promises, agreements, warranties or representations.
- b. This Agreement may not be modified or amended except in a writing signed by both you and a duly authorized officer of the University. If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, this determination will not affect any other provision of this Agreement and the provision in question will be modified by the court so as to be rendered enforceable.
- c. This Agreement will be deemed to have been entered into and will be construed and enforced in accordance with the laws of the State of New Jersey, and the New Jersey Superior Court, Morris County, shall be the sole and exclusive forum for the resolution of all disputes arising under or relating to this Agreement.