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## SETON HALL UNIVERSITY

### HOUSING LICENSE AGREEMENT

This Seton Hall University Housing License Agreement (“license”) sets forth the rights and responsibilities of those Seton Hall University students who are granted the privilege of University housing.

#### TERMS AND CONDITIONS

Seton Hall University (the “University”) agrees to provide the matriculated, full-time, undergraduate student (or eligible matriculated, full-time, graduate student) with the use of a bed space for **one academic year** or the balance remaining of that one academic year at the time of assignment (the “Resident”).

RESIDENT UNDERSTANDS AND AGREES THAT: (1) THIS HOUSING LICENSE AGREEMENT IS NOT A LEASE; (2) THE UNIVERSITY IS NOT A LANDLORD; (3) THE RESIDENT IS NOT A TENANT; AND (4) NOTHING HEREIN IS INTENDED TO CREATE SUCH A RELATIONSHIP OR IS OTHERWISE SUBJECT TO ANY LANDLORD-TENANT LAWS OR REQUIREMENTS. THIS IS A LICENSE TO OCCUPY HOUSING AS PART OF AN ACADEMIC COMMUNITY IN FURTHERANCE OF THE UNIVERSITY’S CATHOLIC EDUCATIONAL MISSION. ADDITIONALLY, THIS LICENSE DOES NOT GRANT THE RESIDENT POSSESSION OF A PARTICULAR ROOM OR TYPE OF RESIDENCE.

The academic year license commences on the day designated by the University as “move-in” for the Resident. In the event the Resident has not taken possession of the keys to the assigned housing by 5 p.m. on the last day of add/drop, the Resident will forfeit the Resident’s housing assignment. This license expires on the last day of the Spring exam period or 24 hours after the Resident’s last exam, whichever is earlier. Residents participating in May Commencement are permitted to remain in their assigned housing until 10 a.m. on the morning following Commencement. Upon termination of this license, the University housing must be vacated of all persons and personal property. Personal property left in the University housing will be treated as abandoned and discarded, and the Resident will be subject to carting and disposal fees. The University reserves the right to impose penalties if Resident fails to vacate as scheduled or fails to properly follow published move-out procedures.

In consideration of this license, the Resident agrees to pay the housing rates as established by the Board of Regents annually (inclusive of the housing deposit). Rates posted on the University web page may be estimated rates and subject to change, pending final approval by the Board of Regents. No Resident is authorized to occupy University housing without executing this license.

The University reserves the right to determine whether a residence hall shall be closed or remain open, in whole or in part, and including but not limited to, those periods of time designated as Thanksgiving break, Christmas break, semester break, Easter break, Spring break, summer break and any other period(s) of time during which the University deems it to be in the best interests of the University and its students (“break periods”). For Residents, accommodations during break periods are limited and may be requested by submitting a Break Housing Request Form by the deadlines set forth in the University announcement regarding break housing. University housing rates are subject to increase in the event a Resident remains in University housing during break periods and the outstanding balance will be applied to the Resident’s Bursar account. Residents may be required to move to another location during these break periods.

All dates, including but not limited to move in and break periods, are subject to change at the discretion of the University.

The University may terminate this license as a result of the suspension or termination of the Resident’s status as a student, or the Resident’s removal and prohibition from University housing for the reasons set forth below. In such event, the Resident remains responsible for all outstanding University financial obligations. The Resident may terminate this license in accordance with the Housing Cancellation Policy, <https://www.shu.edu/policies/housing-cancellation-policy.cfm>. In the event this license is terminated, the Resident is required to vacate the assigned housing within two (2) calendar days of receipt of notice of

termination, or as otherwise stated in writing by the University.

## **RULES AND REGULATIONS**

The Resident shall abide by all federal, state and local laws, executive orders and regulations, and shall at all times comply with University policies and procedures (<https://www.shu.edu/policies/>), the Student Code of Conduct (<https://www.shu.edu/student-life/upload/Student-Code-of-Conduct.pdf>), and the Fire Safety: Rationale, Regulations, & Resources for Seton Hall University Housing Facilities booklet (<https://www.shu.edu/public-safety/upload/Fire-Safety-Brochure.pdf>) including all amendments and modifications in effect while the student is a Resident.

Students are assigned roommates without regard to age, race, color, national or ethnic origin, sexual orientation, religion, disability or membership in any other group protected by state or federal law, although a student must be 17 years of age prior to taking occupancy. The Resident shall reside in the University-assigned housing with the Resident's assigned roommate(s) and shall vacate and remove all personal property from the assigned housing when this license expires or when otherwise directed by the University, leaving such housing in the same condition as it was upon move-in. In the event of a vacancy within the Resident's assigned housing (e.g., residence hall room, suite, or apartment), the Resident(s) will ensure such housing is available at all times, so that the University can fill all vacancies. Resident shall not permit any persons other than University-assigned roommates to live in the housing.

The Resident shall cooperate in caring for the University housing. The Resident shall properly notify the University of any damage or need for repair of the University housing or any other University property (including without limitation all furniture and equipment). The Resident will be held responsible for the cost of any damage to the assigned housing, including any damage to University furnishings. The Resident is responsible for certifying the condition of the assigned housing by reviewing and signing the Room Condition Report ("RCR") by 11p.m. on the last day of add/drop. The RCR will be used as the basis for determining whether a Resident will be charged for subsequent damage to the assigned housing. The University may repair or replace property or equipment damaged or lost by the Resident or the Resident's guest, including replacement of broken glass, at the Resident's expense. The Resident will be liable for payment of any fine or charge from a governmental agency accruing to the University through the Resident's act or omission. Charges for any such damage will be directly billed to the Resident's Bursar account. The Resident may also be charged on a prorated basis at the discretion of the University for common area damage where responsible parties cannot be identified.

The Resident may not loan the Resident's housing keys to anyone except in the circumstance of a University-approved room reassignment during break periods. University housing 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. The Resident may not add or otherwise alter locks, bolts and/or chains on any University doors. Resident will incur charges for the failure to return keys or declare keys lost, at the time Resident vacates.

The University reserves the right to reassign Resident to a different housing location when the University determines, in its sole and absolute discretion, that such reassignment is in the Resident's best interest, or the interests of other students and/or the University.

The University reserves the right to reassign Resident to a different housing location in order to consolidate vacant spaces and to increase room occupancy. All increases in room occupancy will conform to prevailing occupancy and health standards.

The University shall not be responsible for failure to provide services, or otherwise to comply with all of the terms and conditions of this license, on account of a national emergency, acts of local, state, or federal government, or intervening natural disasters.

The University will not be responsible for damage, theft or loss of money, valuables or personal effects of the Resident. The Resident is encouraged to confirm that the Resident's personal property is covered by the Resident's, or the Resident's family's, homeowner's or renter's insurance, or obtain the Resident's own personal property insurance policy. The University shall not be liable for: the failure or malfunction of water supply, electric current or the heating/cooling system; presence of bugs, vermin or insects; and/or loss, damage, injury to the Resident, the Resident's guest or the property of the Resident and/or the Resident's guests.

The University reserves the right to enter the Resident's University-assigned housing for health, safety and maintenance

reasons, to uphold University policy, for purposes of emergency response or evaluation, and/or if there is reason to believe that any term or condition of this license is being violated, or that the condition(s) affecting University-assigned housing or the contents within the University-assigned housing constitute a danger to the building or to the safety of others. When entering any University housing, the University may be accompanied by any outside party, such as a municipal or state fire or safety inspector.

Pets are not permitted in housing.

**THE UNIVERSITY RESERVES THE RIGHT TO TAKE APPROPRIATE DISCIPLINARY ACTION, INCLUDING IMMEDIATE TERMINATION OF THIS LICENSE AND IMMEDIATE REMOVAL FROM UNIVERSITY HOUSING, FOR ANY AND ALL CONDUCT THAT IS FOUND BY THE UNIVERSITY TO BE IN VIOLATION OF ANY UNIVERSITY POLICY OR PROCEDURE, UNIVERSITY COMMUNITY STANDARDS, THE STUDENT CODE OF CONDUCT OR ANY PROVISION OF THIS HOUSING LICENSE AGREEMENT, OR WHICH THREATENS THE HEALTH, SAFETY AND/OR WELFARE OF THE RESIDENT, OTHERS IN HOUSING AND/OR THE UNIVERSITY COMMUNITY. THE UNIVERSITY FURTHER RESERVES THE RIGHT TO REMOVE RESIDENT FROM UNIVERSITY HOUSING AND TERMINATE THE LICENSE FOR FAILURE TO SATISFY THE RESIDENT'S FINANCIAL OBLIGATIONS TO THE UNIVERSITY.**

### **MEAL PLANS**

Resident is required to purchase a meal plan unless assigned to housing in Ora or Turrell Manors (purchase of a meal plan is optional if assigned to Ora or Turrell Manors). In the event Resident is assigned to University housing after the start of the academic year, Resident must purchase one of the unlimited meal plans provided through dining services for the remainder of the academic year. Meal plan charges are billed per semester by the University.

**This license is personal to the Resident may not be assigned by the Resident for any reason, and is revocable by the University, which reserves the right to revoke the Resident's right to occupy housing in its discretion in accordance with applicable University policies.**

The foregoing rights of the University are cumulative and in addition to its rights as set forth elsewhere herein or under faculty, residential, or other University policies, procedures, rules or regulations that are otherwise applicable, which the University may change from time to time without prior notice.

This Housing License Agreement is governed by New Jersey law. Neither the University nor its representatives have made any promises to Resident with respect to the premises or University housing other than mentioned herein. The failure of the University to enforce any of these terms and conditions shall not be considered as a waiver thereof, but all shall continue in full force and effect. The University reserves the right to change eligibility requirements and to make other such general rules as are necessary for the safety, care, and cleanliness of the premises, and for securing the comfort and convenience of all occupants of University housing. The unenforceability of any one or more of these terms and conditions shall have no effect on the enforceability of the other terms, and such term or condition will be deemed to have been deleted from this Housing License Agreement.