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THE LICENSE, titled the “*Residence License and Dining Services Agreement Academic Year 2026-2027*” (commonly known as the *Housing Contract* or *Housing License* or *Residence License Agreement*) is a legally binding agreement which all residents must sign electronically. **This license becomes a legally binding contract with either the University or Provident Group-Montclair Properties L.L.C. (in the event the resident 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 the resident students are sent notification by the University of their housing assignment. This License financially obligates the resident student to pay for the full term (fall and spring semesters) of the Housing License Agreement. This license applies to all housing on both the Montclair and Bloomfield campuses.** The authentication procedures for the web information System, RMS, serve as the electronic signature for resident students. Electronic submission of application information does not guarantee confirmation of a housing assignment. Resident students are only released from their *-Residence License and Dining Services Agreement* and the 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 or signing up for a fully online course schedule will not release a resident student from the *Residence License and Dining Services Agreement*. If a resident student chooses to move off campus, they will not be guaranteed housing for the following year, but may apply for wait-list status. The University reserves the right to update the Housing and Dining Services Agreement at any time during the course of the year. Students will be notified via email of any change and the online version of this agreement will be updated accordingly.

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## A. GENERAL HOUSING TERMS AND CONDITIONS

1. The *Residence License and Dining Service Agreement* is for the entire academic year. The *Residence License and Dining Services Agreement* cannot be transferred to any other academic year. No refunds will be issued or a cancellation of housing permitted unless: 1) the resident student is a returning resident student and 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 resident student is a first year freshman or transfer resident student and they notify 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.
2. No resident 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.
3. Residence accommodations are available only to fully matriculated resident students enrolled in a degree granting program at the University. Priority is given to undergraduate resident students registered for and maintaining 12 or more credits per semester, and graduate resident students registered for and maintaining 9 or more credits per semester. 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.

4. After the 100% Add/Drop period, resident students with less than nine (9) credits will have their academic progress reviewed to determine their eligibility to remain in housing. Montclair State University reserves the right after the review to terminate a resident student's *Residence License Agreement*. Termination of the Residence License Agreement after review does not automatically terminate the Dining Services Agreement; the resident student must separately request termination of the meal plan with the Dining Services Office. In the event a resident student is directed to vacate housing they must do so within 24 hours of notification. The University shall determine, in its sole discretion, whether to release the resident student from the obligation to pay the amounts due under the *Residence License Agreement*.
5. If a resident student in housing does fall below full-time status this does not automatically release a resident student from their *Residence License Agreement*.
6. Resident students living in the traditional residence halls on either campus are required to maintain a residential meal plan. Students maintaining residence at The Village, Hawk Crossings and 23 Park) are required to maintain a minimum of \$250 Flex Dollars plan. (Please see Part II for the Dining Service Agreement.)
7. Resident students requesting housing must pay a housing application fee in the amount of \$300.00 and complete the on-line bed selection or application process. If a resident student is assigned to housing, the entire fee will be credited to the resident student's University account. If a resident student is not assigned to University housing, or cancels within 5 days after notice is sent by the University to the resident student regarding their room assignment, \$175 of the housing application fee will be returned to the resident student. After the 5-day period, if a resident student is released from the *Residence License Agreement*, the entire fee is forfeited.
8. Resident students who fail to enroll after acceptance to the University will forfeit the full \$300.00 housing application fee.
9. Failure to occupy an assigned space after agreeing to the *Residence License and Dining Services Agreement* does not relieve the resident student of the responsibility to fulfill the terms of this agreement. Similarly, a resident student who accepts keys to the assigned space shall be deemed to have accepted all terms of this *Residence License and Dining Services Agreement*, and a failure to accept, or improperly complete the *Residence License and Dining Services Agreement* by electronic signature, shall not relieve the resident student from responsibility for all of the terms and conditions and payment obligations of this *Residence License and Dining Services Agreement*.
10. No commercial activity may be conducted in or from any University residential facility. In addition, babysitting is not permitted in any University residence facility.
11. Resident students are not able to rent, sublet, or allow other people to live in their space on campus. A resident student who violates this may be adjudicated through the student conduct system.
12. Any resident student who becomes ineligible for housing and is directed to vacate their assigned space may not remain in a University residence facility as an overnight guest of another resident.
13. All residential facilities at Montclair State University on both the Montclair campus and the Bloomfield campus 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.
14. The resident student 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 student agrees to abide by and remain current with: (1) all policies and procedures contained in the *resident student Code of Conduct*, and (2) applicable individual building policies.

15. Resident students who are 25 years and older are typically housed in the Village at Little Falls apartment complex.
16. Resident students 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 and/or the Fair Housing Act or those approved for service to the University as determined by the Vice President for Student Development and Campus Life or their designee. All resident students requesting an animal must review the University requirements with the Disability Resource Center and the University's policy on service/support animals. The resident student must register with the Disability Resource Center and receive approval for a support animal prior to the animal arriving on campus. The University assumes no liability for this animal and it is the sole responsibility of the resident student requesting its presence on campus. Please see the University's Policy on Service and Emotional Support Animals which can be found on the Disability Resource Center's website for additional details.
17. Montclair State University resident students (on both the Montclair campus and the Bloomfield campus) 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 Student Health Center and Disability Resource Center at least five (5) business days prior to the commencement of the treatment. Resident 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 Student Health Center, that the service cannot be reasonably accommodated in the residence hall, the resident student and provider must make appropriate off campus arrangements.
18. Students entering the University as new first-time freshmen, including any first-time freshmen who are transferring in credits earned during high school will be ineligible for apartment living during their first academic year. Exceptions may be made solely by the Executive Director or their designee, in their sole discretion.
19. Students enrolled in completely online programs will not be eligible for on campus housing. Exceptions may be made solely by the Executive Director or their designee, in their sole discretion.

## **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: 1) violation of any University rule or regulation and/or Federal and State laws; 2) reasons pertaining to health, safety and welfare of any resident student, guest or member of the University community; 3) violation by a resident that infringes upon the rights of others; 4) and resident's non-payment.
2. The University may take possession of the room/apartment 24 hours after the resident student has been notified that their *Residence License and Dining Services Agreement* has been terminated. The possessions left on the premises by a resident student 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 student is removed from housing as a result of student conduct action taken by the University, the resident student may appeal the decision in accordance with the procedures delineated in the University's *resident student Code of Conduct*. A final termination notice will not be issued until the resident student has completed the appeal process, unless the University, in its sole reasonable discretion, determines that permitting the resident student 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 resident student, Montclair State University reserves the right to request a resident student to vacate housing due to public health emergency needs, including but not limited to COVID-19, and the *Residence License and Dining Services Agreement* shall not be deemed terminated by Montclair State University. In the event a *Residence License and Dining Services Agreement* is terminated by Montclair State University due to public health emergency needs, resident 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 resident students a time frame in which they must vacate their room and remove their belongings. resident 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 resident student chooses this option. If a resident 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 student may be moved without prior notice. Reassignment of resident 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 resident students to cancel their *Residence License Agreement* or require the University to grant a release. In this event, the resident student will not be refunded or compensated while work is being done to the current living space.
5. Resident students requiring special accommodations must submit supporting documentation to the Disability Resource Center. The Disability Resource Center 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. Resident students staying on campus or accessing their room during the official academic break periods (Thanksgiving, Fall, Winter, Spring), are required to provide advance notice in accordance with the timeline required by Residence Life. The fall and spring semester meal plans do not include food service during official University break periods. Special academic break period meal plan(s) may be assessed to each **traditional hall resident accessing their room during these specific academic break periods**. Limited food service venues, menus and hours of operation will be available during this time. Refer to the Dining Services Agreement for additional information.
8. The campus has established procedures for redress for resident students 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 resident 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 resident students elsewhere on campus is not possible, then the campus shall house the resident students in alternate housing off campus at no additional cost to the resident students. There will be no refund of on campus housing fees during this period as housing is being provided as per this *Residence 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. Resident students 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. Resident students 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 resident students who are assigned to housing under construction or renovation that is not available for occupancy.

#### **E. CHECK-IN**

1. Resident students 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 are listed at the end of this document and can be found on the Office of Residence Life website.
2. Resident students must check-in before noon of the second day of classes or their assigned space may be reassigned to another resident student, unless prior arrangements have been made with the Office of Residence Life. Resident 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. Resident students are not permitted to check-in prior to the official opening date of the residence facilities. Resident students whose presence on campus is required by a specific department or organization to assist with the opening of the University may be granted permission to arrive early. Requests for early check-in

must be made in advance and submitted in writing by the appropriate department or organization, and are subject to approval by the Office of Residence Life. There may be a nominal fee associated with early move in requests. Any resident student moving in early must be provisioned with daily meal service, which will be paid for by the department or organization requesting the early move in. Limited dining venues, menus and hours of operation will be available during this time.

4. Each Resident student must complete and sign the Room/Apartment Condition Report 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 Condition Report will result in the resident student's assumption of financial responsibility for any damages evident in the room/suite/apartment at the time of termination of occupancy.
5. Move-in/move-out dates may vary from contract dates and are based on room availability and on-campus conditions. Move-in dates for housing may differ from the start of meal plans (especially for those who under special request have received approval for an early move-in outside the published move-in dates). Please refer to the Dining Section of this contract to see the activation dates of University meal plans for the academic year.
6. Resident 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(s) is returned and an Express Check Out Envelope is completed by the resident. In addition, resident students 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 resident student moved in. All resident students 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/Apartment Condition Report 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 resident student's account. Any damage billing may be appealed in writing to the Assistant Director for Facilities in the Office of Residence Life, or to the Director of Facilities and Administration at The Heights, 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. Resident students who are not enrolling at the University and, therefore, not continuing in housing for the following academic term (i.e., Fall, Spring and/or Summer), are required to vacate their assigned space no later than 24 hours following their last exam. 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. Resident students interested in summer housing must complete a Summer Residence Application and abide by the instructions provided. The University reserves the right to remove resident students and/or charge for occupancy beyond the closing deadline.

5. Resident students granted a Release by the University from their *Residence License Agreement* during the academic year will be given 24 hours to vacate their room, suite or apartment. Failure to do so will result in the resident 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. Resident students who are granted a Release during the Fall semester, who are not continuing in housing for the following academic term (i.e., Spring and/or Summer), are required to vacate their assigned room, suite, or apartment no later than 24 hours after their last exam. In cases where there are less than 24 hours between the last exam and the official date/time of the facilities, residents must vacate by the date/time stipulated in the official closing notice distributed to all residents. Release from the Residence License Agreement does not automatically release the resident student from any meal plan contract. The resident student is required to submit an online, meal plan cancellation or change request through the University's Dining Services Office.
6. After a Release is granted by the University, the resident student becomes ineligible to remain in their assigned room, suite, or apartment during the break period since the term of the *Residence License Agreement* ends on the official closing date of the semester.

## **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, suite, or apartment after check-out. These charges are based on the existing condition of the room, suite, or apartment at check-out compared to the condition reported at check-in, as well as information provided by the student staff member.
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, apartments, 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 resident student of their room assignment, and the University's denial of a Release if requested by a resident student.
2. Resident students 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. Resident students removed from University housing for resident student conduct reasons are not eligible for refunds and will remain liable for the balance of the amount due under this *Residence License Agreement* for the remainder of the academic year. The resident student 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 resident 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 resident student is found responsible

based on process guidelines. In such incidents, depending on the outcome of the process, the resident student would be subject to forfeiture of any tuition, fees, etc.

4. All room and meal plan charges must be paid, or deferments arranged, before a resident student is issued a room key and their ID-Card is validated for meals. In addition, resident students 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 resident student from payment of housing costs.
5. There will be no increase in room rent in the event of the semester being lengthened in order to meet academic requirements. In the event of an increased or decreased number of meal days per semester, meal plan charges will be adjusted proportionately. Meal Plan charges include fall and spring meals as noted on the schedule of Residence Hall Opening and Closing Dates listed at the end of this document.
6. The University may charge fees for winter break housing and for meal service during official University breaks to support continuation of services and building operations during those times, including but not limited to desk coverage, essential residential and dining staff, product costs and utilities.
7. Break period meal plan fees may be assessed to traditional hall residents accessing their room during the break. Limited food service venues, menus and hours of operation will be available during these times. Refer to the Dining Services Agreement for additional information.:
  - Fall Break, October 17 – 25, 2026
  - Thanksgiving Break, November 25-29, 2026
  - Winter Break, starting on Thursday, December 17, 2026 - January 13, 2027
  - Spring Break, March 6-14, 2027
8. Resident students who voluntarily take a leave of absence, withdraw from the University, or are not registered for classes will be required to leave University housing, and may receive a prorated refund of room charges if the resident student applies for and is granted a Release by the University. Please note that under no circumstances will a refund be granted after the eighth week of classes.
9. Resident students 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 Services Agreement* is for the entire academic year. No refunds of room charges will be made unless the resident student applies for, and the University grants a Release.
2. Resident students who do not enroll for an academic term and complete the Leave of Absence or Withdrawal process, graduate, or are accepted and enroll in study abroad, forfeit their room assignment and remain liable for payments due under this *Residence License Agreement* unless a Release is granted by the University.
3. Resident students who attempt to circumvent the cancellation process by withdrawing from all classes and then re-register for classes will have the room charges reinstated on their resident student account.

## 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 resident students are prohibited from creating a health or safety hazard within University housing and Montclair State University may request or require a resident student to leave housing if their continued presence in housing poses a health or safety risk to others. Resident 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, including but not limited to this set forth in the attached Addendum.
2. Although resident students 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. Resident students may make arrangements to be present for health and safety inspections.
3. Requests for room repairs constitute consent for room entry and as such, University Facilities and Capstone Management will perform requested repairs. Any repairs or services needed in order to address a facilities concern is solely provided by University Facilities, Capstone Management and any authorized vendor approved by either party. Resident students are not permitted to contract or hire private parties to complete room repairs or any other service inside the residence halls nor duplicate or modify any lock or keys.
4. The removal of window screens is prohibited.
5. 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.
6. Resident students may not tamper, cover, 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.
7. Tampering with sprinkler heads is prohibited. Residents may not hang or suspend any object from the sprinkler heads.
8. Residents are not permitted to decorate or hang any items or personal belongings on or from ceilings.
9. 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 student 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.
10. All resident students and guests must vacate the building promptly whenever a fire alarm sounds. All resident students 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.
11. Fire and safety regulations strictly prohibit the use or storage of any explosives, fireworks, flammable liquids, grills, hoverboards, firearms, ammunition, and combustible engines of any kind, regardless of their state of dismantlement.

12. 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.
13. Fire safety regulations strictly prohibit candles, lava lamps, halogen lamps and/or halogen bulbs, neon lights, plastic multi-headed octopus lamps, 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.
14. 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).
15. 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 Office of Residence Life Standard Policies and Procedures in effect at the time of the inspection.
16. The University provides fire retardant blinds and or curtains for each room. Therefore, other window treatments are not allowed.
17. In all traditional residence halls, kitchen appliances with heat elements are prohibited from being used and stored in resident student rooms with the exception of coffee makers with an auto-shut off feature. This includes but is not limited to hot plates, rice cookers, Crock Pots, toasters, toaster ovens, electric skillets, coffee makers without an auto-shut off, George Foreman grills, Instant Pots, popcorn makers, deep or air fryers, waffle makers, etc. In apartment/house communities, one of each appliance is permitted to be used and stored in the kitchen provided.
18. Resident students are not allowed to disassemble or remove any University furniture. Resident students requesting to raise or lower a bed must complete a work order to have University facilities staff complete this request.
19. The University provides furniture in all resident student rooms that is in compliance with the New Jersey Fire Code. Resident students are not allowed to remove or replace any University provided furniture nor bring any additional furniture. This includes but is not limited to mattresses, bed frames, headboards, desks, desk chairs, ottomans, couches, futons, butterfly chairs, bean bag chairs, dressers, closets, bookshelves, television stands, coffee tables, end tables and nightstands. Metal/wood/plastic storage units are permitted for storage purposes only. Requests to swap out, modify or bring additional furniture due to medical or other needs must be registered and approved by the Disability Resource Center prior to doing so.
20. Resident students are not allowed to modify or alter rooms or apartments beyond what is provided in each space by the University. This includes but is not limited to painting, using wallpaper, decals, contact paper or any other materials in any manner to cover a portion or entire area on walls and surfaces, installing or swapping out electrical and plumbing fixtures, window treatments, air conditioners and appliances, rebuilding or constructing any existing or new structure, adding or changing security and life safety devices, or removing or repairing essential features and furniture provided.
21. As per the campus guidelines for personal electric vehicle operation, storage and charging of these vehicles (e-bikes, e-scooters, e-hoverboards, etc.) inside any residence hall and/or dining hall is strictly prohibited due to the risk of fire and/or explosion. This includes stairwells, hallways and common areas. Bringing an e-scooter or e-bike (all personal electric vehicles) inside for any amount of time is strictly prohibited in residence halls. Storage is permitted outside of academic or residential buildings in the designated areas or at one of the University provided racks where they can be secured. Outside storage and/or parking of e-scooters and e-bikes (all personal electric vehicles) is not permitted to impede pedestrian and wheelchair access.

## K. INSURANCE

1. The University and its Office of Residence Life, and Provident Group-Montclair Properties, L.L.C. will not assume any responsibility for any persons or resident student property from any cause, nor will they assume responsibility for any injury or damages, personal or property, while the resident student is a resident.
2. Resident students 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

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.

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.

***Any member of the University community, including both employees and resident 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.***

### Identifying an Emergency Contact Person

Resident students: A resident student is any student residing in a University operated residential facility under a University *Residence License Agreement*. All resident students are required to designate an emergency contact person through the University's computer-based NEST (NETWORK ENGAGEMENT AND resident student/STAFF TRANSACTIONS) system prior to check in at their residence hall. If a resident student moves to another University residence facility the resident student is required to verify the emergency notification information upon admittance to that hall.

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.

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.

### 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.

### Information Designated Contact Person

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

## **PART II**

### **RESIDENT STUDENT DINING SERVICES AGREEMENT 2026-2027 ACADEMIC YEAR**

The following regulations govern residence hall resident students' use of the dining halls and meal plans, and constitute an agreement between the University and the resident student.

#### **A. TERMS OF THE AGREEMENT**

##### **MEAL PLAN STRUCTURE, REQUIREMENTS AND TERMS**

Resident students living in traditional residence halls are required to maintain a residential meal plan.

- Meal plan values consist of both meal/equivalency swipes, and Flex or Flex Bonus dollars. These values are loaded and tracked on the University ID cards; registered students access each meal/block equivalency and Flex Dollars in their plan by swiping their University ID card at the dining venue of their choice (upon entry to residential dining halls, at the register for retail venues, or using the university's approved mobile online ordering system Grubhub).
- There are three residential all-you-care-to-eat (AYCTE) dining halls, Sam's Place and Freeman Hall Dining (Montclair Campus), and the Dining Hall at Schweitzer (Bloomfield Campus). These residential AYCTE dining halls provide the greatest value in terms of the amount and diversity of food/drink that a resident student can access for each meal/block swipe. Campus retail venues allow for meal plan equivalency swipes and use of Flex/Bonus Flex dollars as specified below:
  - The Unlimited + 7 meal plan allows for unlimited AYCTE meals at the residential dining halls, as well as 7 meal plan equivalency swipes per week at retail dining venues.
  - Block meal plans allow each meal/block in the plan to be used at either retail or residential AYCTE dining venues, as the meal plan holder desires. Each block is good for one entry into the AYCTE dining halls, or is worth a certain dollar value which can be used in the retail dining venues across campus. If the cost of the items selected at the retail venue exceeds the value of the swipe, the meal plan holder may use a second swipe (no change would be given), or can pay the additional cost using Flex or Flex Bonus dollars, Red Hawk dollars, cash or credit. Retail venues also provide at least one meal exchange whereby one swipe will purchase a pre-set combination of items that comprises a "meal."
  - Blocks and meal swipes do not carry over to the next semester; and there is no credit for any unused portion of the meal plan at the conclusion of a semester.
  - All meal plans are provisioned with Flex Dollars. This is a form of payment tender accepted at on-campus dining venues on a declining balance basis, similar to a debit card account. Blocks or meal swipes cannot be converted to Flex Dollars. The Flex Dollar portion of a meal plan can be replenished in any denomination at any time, by completing and submitting a Meal Plan Change Form. Additional flex/bonus flex purchases may be billed to the student account, or paid by credit card at the time of replenishment. Flex dollars carry over automatically from the fall to spring semester if the resident student continues to be registered at Montclair State University during the Spring Semester. All Flex dollar balances automatically expire at the end of the Spring Semester and are non-refundable.

### **1a) Traditional Hall Residents (<30 credit hours)**

Resident students that have earned 29 credit hours or less must select either the Unlimited, or 220, or 210 block plan. If no meal plan is selected, the system will default to the Unlimited meal plan automatically:

- Unlimited +7/week Retail Meals + \$300 Flex (*unlimited residential AYCTE dining meals + 7 retail swipes per week + \$300 flex dollars*)
- 220 Block + \$500 flex dollars (*220 AYCTE dining hall or retail block equivalency swipes/semester*)
- 210 Block + \$500 flex dollars (*210 AYCTE dining hall or retail block equivalency swipes/semester*)

### **1b) Traditional Hall Residents (30+ Earned Credit Hours)**

Resident students living in traditional residence halls that have earned 30 or more credit hours may choose from the residential meal plans listed above, or from the 175 Block or 135 Block options below:

- 175 Block + \$500 Flex (*175 AYCTE dining hall or retail block equivalency swipes/semester*)
- 135 Block + \$500 Flex (*135 AYCTE dining hall or retail block equivalency swipes/semester*)

### **1c) Community Assistants**

Community Assistant employees of Residence Life living in traditional residence halls may choose from any of the above plans or from this additional meal plan option:

- 80 Block + \$500 Flex (*80 AYCTE dining hall or retail block equivalency swipes /semester*)

### **1d) Apartment Residents**

Resident students of campus apartments and houses (the Village at Little Falls and Hawk Crossings) are required to maintain a \$250 Flex Meal Plan at minimum, and are strongly encouraged, to enroll in a higher level meal plan, including any of the traditional meal plans listed above, or these additional optional plans:

- 80 Block/\$500 Flex (*80 AYCTE dining hall or retail block equivalency swipes/semester*)
- 40 Block/\$500 Flex (*40 AYCTE dining hall or retail block equivalency swipes/semester*)
- 16 Block/\$325 Flex + \$250 Bonus Flex (*AYCTE dining hall or retail block equivalency swipes/semester*)
- \$300 Flex (*flex dollars only, spend when and where you wish throughout the semester*)

## **1. SERVICE RESTRICTIONS**

The University, without notice, may adjust Dining Service “hours of operation” and dining locations.

Resident students are expected to abide by the University’s Student Code of Conduct policies while patronizing any of the dining areas.

- a) A valid University ID-Card must be used for entrance to the dining halls. ID Cards are the property of Montclair State University, and may not be altered or transferred to anyone other than the resident student identified by name and face on the ID Card. ID Card misuse may result in confiscation and possible judicial action. If any problems arise when using a valid meal card at the dining hall(s), please visit the

Dining Services Office located in the Student Center, email [msudiningser@montclair.edu](mailto:msudiningser@montclair.edu), call 973-655-3375 or seek assistance at the residence hall front desk.

- b) Trays, dishes, silverware and food may not be removed from the dining halls. Diners must return their dishes and utensils to the designated collection areas in the dining halls.
- c) Meal plan holders may participate in the University's "Green to Go" program to purchase a meal to go from a residential dining hall. The "meal to go" will be packaged using a special reusable food container. When used, the resident student's meal plan will be deducted one (1) swipe, each time a meal is taken. The reusable food container must be returned to the Residential Dining Hall after use. If the reusable container is not returned before the end of a semester, the resident student will be billed for the container via the resident student's account.
- d) Meal Plan Schedule and Hours of Operation

Residential meal plans commence on the first day of residential move-in, in the AYCTEdining halls (Freeman, Sam's Place, Schweitzer). Campus retail food service venues typically open on the first day of classes.

Fall and Spring Semester traditional meal plans may not include meals over the academic break periods. Please take note of the dates:

Fall Break - October 17 – 25, 2026

Winter Break - December 17, 2026 - January 13, 2027

Spring Break - March 6 – 14, 2027

During these academic periods, there will be limited operating dining venues open for business. Additionally, these dining and or retail outlets will operate on modified hours of operation with limited menus.

## **B. FEES AND PAYMENT**

The University reserves the right to adjust the meal plan fees or plan structure at any time, including before or during the Agreement period. Payment of meal fees must be made in accordance with University deadline dates indicated with the billing statement for each semester.

The fall and spring semester meal plan charges include meals as noted on the schedule of opening and closing dates of the residence facilities for the academic year, and do not include meals during official University break periods. These dates can be found at the end of this *Residence License and Dining Services Agreement*. In the case of unforeseen events that might increase or decrease the number of meal days per semester, meal plan charges will be adjusted proportionately.

## **E. CHANGE IN MEAL PLAN**

Resident students with meal plans in the Fall Semester are automatically assigned the same meal plan in the Spring Semester; any resident student may request a change to their meal plan by completing and submitting the Change Your Meal Plan form. Submissions must be received no later than the University's 100% add/drop deadline (typically the second Thursday after each semester begins). After this deadline, changes will only be granted for exceptional reasons, and a \$25 meal plan change processing fee may be assessed.

## C. TERMINATION AND REFUNDS

The Student Resident Dining Services Agreement is binding for both fall and spring semesters, unless it is otherwise canceled by the University due to termination of housing agreement, an academic withdrawal, approved medical leave from the University or deregistration.

The meal plan for any resident student who is deregistered will automatically be terminated. The University defines deregistered as when the University withdraws a resident student from their classes resulting in the resident student not being enrolled for the term. The University deregisters a resident student from their classes for such reasons as failure to pay their account, expulsion, academic dismissal, etc.

The Office of Residence Life may officially terminate the Residence Life Agreement due to academic withdrawal, or approved medical leave from the University.

In any case where the Office of Residence Life officially terminates the Residence License and Dining Services Agreement where the resident student remains enrolled at the University as a full-time undergraduate commuter, their meal plan will automatically change to the mandatory Commuter Dining Deposit plan. If the student remains enrolled at the University at less than full time status, the student is required to initiate a Meal Plan Change online request within 24 hours of the housing contract termination, indicating if they wish to cancel, continue or modify their meal plan.

- When the termination occurs before the start of fall or spring semester and/or before the deadline to add/drop with 100% refund, the meal plan will be canceled with no charge.
- When the termination occurs between the deadline to Add/Drop at 100% credit/refund and the deadline to add drop at Zero Credit/Refund the refund will be prorated. From the first day of a semester, the assessed charges for traditional meal plans will be 1/16 of the semester rate multiplied by the applicable number of weeks up to and including the date of termination plus all Flex Dollars used. For all other plans, the assessed charges shall be the greater of the actual number of meals or funds expended or 1/16 of the semester rate multiplied by the applicable number of weeks up to and including the date of termination, plus all Flex Dollars used.
- **When the termination occurs after Final Add/Drop Date with Zero Credit/Refund:** Unless otherwise provided as a reasonable accommodation related to approved medical leave, no credit is granted if the termination occurs after the university's published deadline for Add/Drop with Zero Credit/Refund. A cancellation request must be communicated electronically to the Dining Services Office within 24 hours of the decision.

Detailed meal plan information can be viewed via the Montclair State University website at:

<https://www.montclair.edu/dining-services/>

*Submitting payment of the housing application fee and being offered a housing assignment by the University enters the resident student into a legally binding contract with the University and financially obligates the resident student to pay for the full term of the Resident Housing and Dining License Agreement.*

## **PLEASE KEEP THIS LICENSE AGREEMENT FOR YOUR RECORDS**

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

### **Montclair State University is an Equal Opportunity/Affirmative Action Institution**

#### **Housing Agreement Addendum**

Montclair State University aims to deliver its mission as a public research institution while protecting the health and safety of our resident students and minimizing the potential spread of disease within our community. 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 resident students.

1. **Health and Safety.** Residential resident 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 but not limited to, COVID-19.
2. **Screening/Masks.** If requested by the University, resident students must adhere to any mask policies as adopted and amended from time to time by the University, and use screening technology as may be required from time to time.
3. **Quarantine / Isolation / Separation.** 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. Resident students are required to comply with requests from Montclair State to leave their assigned space due to a public health reason and failure to do so is a violation of the Housing Agreement and Residence Life Handbook, that may subject a resident 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 resident student is recommended to self-quarantine or self-isolate, resident 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.** Resident students may be required to comply with any efforts needed on campus for public health reasons 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 resident 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. **Testing.** Resident students who test positive for contagious disease must report the results immediately to the University Health Center. When requested by the University, resident students shall submit to 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.
6. **Vaccines.** All resident students residing in University housing are required to provide proof of having received all vaccines required by New Jersey law, unless they have been granted an exemption by the University.