



ST. JOHN'S  
UNIVERSITY

# RESIDENCE HALL AGREEMENT 2021-22

**AGREEMENT** for room entered into by St. John's University, New York, (herein referred to as the "University"), and the Student named on the Residence Hall Application (herein referred to as the "Student"). *Your electronic signature indicates this agreement has been read and understood.*

Based on the promises stated herein, the Student and the University agree as follows:

- 1. Term of Agreement:** The term of this agreement is the 2021–22 academic year, unless (1) the agreement is terminated earlier by the University; (2) the Student graduates; or (3) the Student withdraws from housing. Each resident is assigned a move-in date and time prior to the start of the semester.
  - a. Fall and spring housing term dates are subject to change based on applicable laws, rules, regulations, and public health guidance.
  - b. Students may be required to vacate the residence halls prior to the end of the academic year.
  - c. Revisions to the housing term dates, and/or any changes to those dates, do not obligate the University to offer a housing or meal rate reduction. Should a student decide on their own to cancel housing during the academic year, the terms of cancellation remain in effect as specified herein.
  - d. Students may not remove any furniture from their living space.
  - e. During break periods, such as Thanksgiving, Winter Recess, Spring Break, and Easter Break, the board plan is not provided. The residence halls will close during Winter Recess. Should public health guidance result in revised housing term dates, the residence halls may be closed during the other break periods.
  - f. International students and student athletes who cannot return home during a break period must select housing in the off-campus, University-owned communities.
  - g. Law students living in DePaul or the Henley Road Complex may remain over the winter break period.
- 2. University Representations:** The University agrees to provide the Student with room and board. The room shall be located in a residence hall provided by the University on the Queens campus (herein referred to as the "room"). To be eligible for housing with the University, the Student (a) must be officially enrolled and registered for nine or more credit hours and (b) must be covered by private health insurance or purchase the University health insurance.
- 3. Room Assignment and Right of Entry:** *During the agreement period, the University reserves the right to* (a) assign residents to increase occupancy of any room to its designated capacity; (b) place students based on best compatibility to enable a comfortable, productive living/learning environment for each resident; (c) reassign rooms and/or apartments; and (d) enter the Student's room: (i) if in the judgment of the University, such entry is required for the safety and/or security of the Student or any other party; (ii) to inspect the Student's room and suite/apartment to conduct health and safety inspections; (iii) to perform any alterations or repairs for routine maintenance or by request through a work order; or (iv) as indicated in the *Residence Life Handbook, Student Handbook, or University's Undergraduate Bulletin, Graduate Bulletin, and Law Bulletin.*
- 4. Liability for Personal Property:** The University is not responsible for the loss of and/or damage to personal property of the Student. The University recommends the Student obtain appropriate insurance through a renter's or homeowner's policy.
- 5. Room Occupancy/Vacating Room:**
  - a. It is imperative that the Student moves in during the posted official opening time for the fall and spring semesters. If the Student will arrive after the posted official first day of classes for the fall and spring semesters, the Student must give written notice to the Office of Residence Life prior to the first day of classes. Failure to do so results in the forfeiture of the right of the Student to occupy a room.
  - b. Students attending St. John's under a specialized program that operates outside of the ordinary University academic calendar must self-identify to Residence Life personnel prior to taking occupancy. Additional housing fees may apply for students in these programs.
  - c. The Student shall not occupy the assigned room until the day of the official residence hall opening at the beginning of each semester. The Student shall vacate the room no later than the closing times established by the University at the end of

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the semester. The Student shall vacate the room no later than the established fall semester break date if canceling assignment for the spring semester or be subject to a daily/weekly charge for occupancy and established cancellation fees. Law Students are permitted to remain throughout the course of the Winter Break period.

- d. When taking occupancy of the room, the Student shall review and confirm their online room condition report. During this process, the Student shall note any existing damage to the room or suite/apartment, any of the furniture, furnishings, fixtures, or equipment so as not to be liable for such damage. If the Student vacates the room at any time other than the end of the academic year, the Student shall follow the checkout procedures established by the Office of Residence Life. The Student shall complete a Decline Form in the housing portal acknowledging his or her choice to discontinue living in the residence hall.
- e. The Student shall vacate the assigned room and cease using the residential dining facilities upon withdrawal, graduation, termination, or if the Student otherwise stops attending the University. If the Student fails to vacate the room and/or fails to cease using the residential dining facilities, the Student shall be liable for the payment of the room and board charges incurred.
- f. The Student shall vacate the assigned room in good condition, adhering to established checkout procedures (i) within 24 hours after the Student's last scheduled class/final exam or by the official residence hall closing time, whichever is earlier; (ii) immediately when officially withdrawn from the University; (iii) upon withdrawal from the University's housing program; or (iv) upon the termination of this agreement by the University. Personal belongings left behind after the communicated date of withdrawal, graduation, or termination are discarded by the University.

**6. Room and Board Payment, Deposits, and Housing Cancellation Policy:** At the beginning of each semester, the Student shall pay the amount established by the University for room and board by the stated deadlines. Students who live in the residence halls on campus are required to maintain the minimum meal plan designated in the Housing Selection Guide section, "Building and Meal Plan Requirements by Class Year," found on the Housing Selection webpage. Students who live in apartments off campus are not obligated to participate in one of the meal plans offered by the University, but may opt to do so by the stated deadline.

- a. Upon applying for housing at the University, continuing students and law students shall pay a nonrefundable housing deposit of \$500. Newly admitted freshmen, transfer, and graduate students shall pay a \$400 nonrefundable housing deposit.
- b. A \$250 damage deposit is charged to the Student's account after placement. The damage deposit is refundable at the end of the academic year. However, if there are damages to the building, floor, apartment, and/or room, the cost to repair the damages is deducted from the deposit and the balance is refunded minus any applicable fees owed to the University. If the damages exceed \$250, the amount in excess is added to the bill.
- c. Housing Cancellation Policy: Refunds of payments to students who decline housing after check-in shall be prorated based on the number of days a student has occupied the University residence. Students receive a 100 percent refund if they vacate the room or apartment within the first five days; a 90 percent refund if they vacate the room or apartment on days 6–10 after occupancy; an 80 percent refund if they vacate the room or apartment on days 11–15 after occupancy; a 70 percent refund if they vacate the room or apartment on days 16–20 after occupancy; a 60 percent refund if they vacate the room or apartment on days 21–25 after occupancy; a 50 percent refund if they vacate the room or apartment on days 26–30 after occupancy; and a 25 percent refund if they vacate the room or apartment on days 31–35 after occupancy. There shall be no refund if the Student vacates the room or apartment more than 35 days after occupancy.
- d. Students who decline housing after check-in are subject to a \$500 cancellation fee. Students can appeal the cancellation fee only to the Director of Residence Life by completing and submitting a Housing Cancellation Fee Appeal Form for consideration. Appeals are granted at the discretion of the Director of Residence Life. The following is a nonexclusive list for situations in which waivers may be granted: (i) transfer from the University; (ii) withdrawal from the University; (iii) medical leave of absence; (iv) study abroad; (v) military service; (vi) conduct removal; or (vii) graduation.

**7. Student Conduct:** The Student shall abide by the rules and regulations in the *Student Handbook*, *Residence Life Handbook*, and the University's *Undergraduate Bulletin*, *Graduate Bulletin*, and *Law Bulletin* and/or their amendments. Violations may result in termination of this agreement.

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- a. The University reserves the right to terminate this agreement prior to the end of the academic year for violation of University rules and regulations. In such cases, the University gives written notice to the Student and the Student shall vacate the room upon notice. Housing refunds, if any, are based on the University refund schedule. The University reserves the right to deny housing based on past infractions of University rules and regulations.
- b. The Student shall be liable for any loss or damage to the suite/room/apartment or to the furniture, furnishings, fixtures, equipment, or effects contained therein. If it cannot be ascertained who is responsible for the loss or damage in rooms/suites/apartments or common areas of the building/floor, the University has the right to assess each occupant of the building, floor, or room/suite/apartment an equal amount of the costs of the repair and/or replacement of the loss or damage. Charges imposed upon students are not final until reviewed by the Office of Residence Life.

**8. Occupancy during University Closure:** The room and board agreement shall be consistent with the academic calendar. University housing officially closes for Winter Recess. Students who wish to reside in housing during that break agree to follow procedures established by the Office of Residence Life and to pay a per diem housing charge. This policy does not apply to law students who are able to remain in their room during the Winter Recess. The University reserves the right to deny the Student housing based on space/staff concerns or disciplinary record.

- a. The Student understands that the dining hall closes for Thanksgiving, Winter Recess, Spring Break, and Easter Break. If a Student remains in residence during any of these times, he or she must provide his or her own meals.

**9. Social Distancing Safety Regulations:** Students must comply with all applicable laws, rules, regulations, and University policies regarding COVID-19.

Students must

- a. practice social distancing by remaining six feet apart.
- b. wear a mask in all common areas.
- c. wash their hands often and thoroughly with soap and water for at least 20 seconds, and use an alcohol-based hand sanitizer if soap and water are not available. Avoid touching their eyes, nose, and mouth.
- d. avoid sharing household items, including dishes, drinking glasses, cups, eating utensils, towels, bedding, and/or other items.
- e. regularly clean their living space.
- f. not have gatherings in the residence halls.
- g. comply with temporary guest restrictions, including no daytime or overnight guests at any time within the residence halls.
- h. comply with isolation and/or quarantine directives.
- i. participate fully in contact tracing and/or disease surveillance protocols.
- j. authorize Student Health Services to communicate directly with their health-care provider and parent/guardian regarding their medical care.

St. John's University is proud of its ethnic and religious diversity. At the same time, as a Catholic university, we have an institutional commitment to be faithful to the Christian message, as communicated through the Catholic Church. Accordingly, residence hall policies and procedures are guided by these principles, as outlined in the *Residence Life Handbook*. Resident students are expected to adhere to these policies, including, but not limited to, those regarding visitation and respect for people and property.

The undersigned hereby guarantees payment to the University in accordance with this Agreement.