

2025-2026 Housing License Agreement

Opportunities for student housing are available to all students on an equal opportunity basis without regard to race, age, creed, religion, color, sex, national origin, disability, or any other characteristic protected by local, state, or federal law.

Housing Period –The following are University requirements, regulations, and/or guidelines, residence hall policies, and state laws which must be adhered to by all resident students. **By signing this agreement, I understand and agree that the housing provided pursuant to this Agreement is only for the 2025-2026 academic year (the “Housing Period”)** and that the space within which my housing will be located will be assigned by the University as part of the check-in process administered by the University’s Office of Residential Life (as the same may be modified or re-assigned by the University from time to time, the “Premises”).

The following stipulation related to the Housing Period applies to students living at the Atwood and the Park View apartments, hereafter referred to as “University Commons:”

- **The housing provided pursuant to this Agreement is only for July 15 through June 30 (the “Housing Period”)**

In connection with the housing provided hereunder, the student will make payments to the University in the amount and form determined by the University’s Board of Governors (collectively, “Room Fees”). The student further agrees to purchase and maintain the respective required meal plan, if and as directed by the University, as a condition precedent to occupancy rights under this Agreement.

Residency Requirement - All New First Time Undergraduate students must live in University Housing for their first academic year. Transfer students are not required to live on campus but are encouraged to apply for campus housing.

Terms of Occupancy/Vacating the Premises- Neither this Agreement nor any of the rights or permissions granted herein may be assigned, sublet, shared, or transferred by the student and nothing herein shall be construed to provide permission or authorization for anyone other than the named student to occupy any of the University’s property. Only full-time students officially enrolled at and in good standing with the University may occupy a residence hall space. Students enrolled in fully online programs may not live on campus. The student shall occupy the assigned space solely as living and study quarters for the student and not as a center for any commercial activity or commercially related function. The Premises will not be available for occupancy prior to or after the Housing Period. Without limiting the other terms and conditions herein, occupancy is permitted during the Housing Period only and students must vacate their Premises no later than 24 hours after their last exam or by the University-specified closing time, whichever is earlier. When a student is authorized to vacate their housing assignment during the Housing Period, they shall vacate the Premises within 48 hours of the date of authorization. If personal belongings remain in the Premises after the 48-hour period, the University will dispose of all belongings at the owner’s expense. If during the term of the occupancy this Agreement is terminated with respect to a resident, the remaining student(s) shall accept a roommate(s) as assigned by the University. In every case, the student will leave the Premises in the same condition as of the date the student received possession of the same. Additionally, the student is responsible for submitting work orders in a timely manner for needed repairs and regular maintenance of my room/suite/apartment through the University’s maintenance work order system, accessible through myCharger.

Payment – The student will pay Room Fees in full for each semester during the Housing Period prior to the beginning of each such semester. No reduction in Room Fees is made for temporary absence from the residence halls, temporary assignment to another room or apartment during renovations nor is any refund made if a student is suspended, or dismissed, or leaves the residence hall for any reason during the Housing Period. Additional information about Room Fees and payment schedules is available online at: <https://www.newhaven.edu/about/departments/bursars/tuition/>

The following additional stipulation related to Payment of Room Fees applies to Graduate students living in University Commons:

- I will pay Room Fees per a monthly schedule as determined by the University’s Bursars Office.

Withdrawal/Refund Policy –This Agreement covers the entire Housing Period. Students who desire to cancel the Agreement and their occupancy in the Premises for the spring semester and remain enrolled at the University for the spring semester will, without limitation and without prejudice to any of the University’s rights and remedies at law and in equity, all of which are hereby expressly reserved, be billed for, and are hereby obligated to pay, the spring semester Room Fees. All Room Fees become 100% nonrefundable on and after May 1 of the previous term provided, however, Room Fees for new spring students become 100% nonrefundable on and after January 1 of the previous term.

The housing deposit is non-transferable and non-refundable.

Students who wish to cancel their Housing License Agreement after May 1 for the fall term and after January 1 for the spring term must complete the following steps:

- Continuing Students, Transfer Students, and Graduate Students must submit a Housing License Appeal through their myHousing portal.
- New & Transfer Students living on campus for the first time must do the following:
 - Prior to the 1st day of classes, email transition@newhaven.edu to change to commuter status.
 - After the 1st day of classes, complete a Housing License Appeal through their myHousing portal. Note, if a New or Transfer student lived on campus for the fall semester and wishes to cancel their housing for the spring semester, they must complete a Housing License Appeal.

Housing Guarantee – For new students enrolling for the fall term, housing is guaranteed for eight consecutive semesters, provided the student remains in good standing, follows the residential guidelines regarding the Room Selection Process, and complies with the terms of this Agreement.

Vacations – All University-operated housing facilities will be closed during University designated vacation/holiday periods. Students may apply to remain on campus during break periods and will receive notification from the University when applications for break stay become available. Break stay housing charges will be assessed to the student’s bill when approved.

The following stipulation related to University Break/Vacation periods applies to students living in University Commons:

- The Atwood and Park View Properties will remain open during University designated vacation/holiday periods.

Room Occupancy – The University reserves the right to assign students to any vacant residence hall space and to increase the number of occupants in any room/apartment. No change in room occupancy by the student shall be made without the consent of the Office of Residential Life. Should the Office of Residential Life seek to change room occupancy during the Housing Period, the University will make every effort to give students 24 hours' notice of the change. This Agreement and the housing provided hereunder is incidental to the University’s provision of educational services and shall constitute a license and shall not be deemed to constitute a lease or to create or transfer an interest in or a lien on real estate. The University agrees to furnish the student the Premises in accordance with and subject to the terms of this Agreement. The parties to this Agreement do not intend that an estate, a tenancy, or any other interest in property should pass from the University to the student, nor is it intended that a usufruct be granted to the student. Instead, it is the intention of the parties that the relationship between the University and the student with respect to the Premises be solely that of licensor and licensee and that the sole right of the student to occupy or use the Premises shall be based upon the license granted in this Agreement. Any unauthorized use of University issued keys, accommodation of unauthorized guests, or sharing of food service privileges is prohibited. It is the student’s responsibility to ensure that any vacant bed space in their room/suite/apartment is prepared to always receive a new roommate.

Room Consolidation – In the event that a large number of vacancies occur in any residence hall, the Office of Residential Life reserves the right to consolidate students. To that end, the University has the right to assign students to other spaces that are available in a double room, suite, or apartment without the resident’s permission. Additionally, any

members of a residence hall that loses 50% or more of its residents will be asked to consolidate to other open spaces or will have students added to the vacant spaces.

Student Conduct/Removal from Housing - In the sole discretion of the University, upon any violation of this Agreement, University policies, including but not limited to housing and student conduct policies, University regulations, University requirements, or any applicable law, or if, in the University's sole discretion, the health, safety or general well-being of the resident or others is threatened in any way, the resident may, in the University's sole discretion, be provided with the opportunity to remedy the violation and/or may be immediately evicted and/or may be referred for disciplinary action. In the event that a resident is provided the opportunity to remedy the violation and fails to do so to the University's satisfaction and within a reasonable time period, the resident may be immediately evicted and/or referred for disciplinary action.

Interim Residence Hall Suspension – Students suspended temporarily from the residence halls pending a disciplinary hearing will not be entitled to reimbursement of their housing/Room Fees for the period of interim suspension.

Termination of Agreement – This Agreement is valid until the last day of the Housing Period unless earlier terminated. The University may terminate this Agreement and all rights and permissions granted hereunder immediately upon written notice to the Student:

- A. Based on their failure to pay any University fees, violation of University regulations, rules, policies, or requirements, failure to maintain full time status, or breach of the terms of this Agreement.
- B. Change, Cancellation, or Suspension of University Program or Operations. The University may change, modify, cancel, or suspend its programs and operations in the University's sole discretion in the event of causes beyond its reasonable control, including but not limited to those relating to, arising from, or in connection with fire, floods, embargoes, war, acts of war, terrorism, acts of civil or military authority, insurrections, riots, demonstrations, strikes, lockouts or other labor disturbances, acts of God, natural disasters, epidemics, pandemics, disease outbreaks, public health crises, or acts, regulations, orders, decrees, or laws of any local, state, or federal government (each a "Force Majeure Event"). The decision to change, modify, cancel, or suspend its programs and operations shall be made at the discretion and judgment of the University. If a Force Majeure Event occurs, the University shall not be held liable or responsible, nor be deemed to have defaulted under or breached any contractual obligations, for failing or delaying in fulfilling or performing any services or contractual duty, and students will not be entitled to a refund of tuition, fees, or any other costs in the event the University's programs or operations, including but not limited to in-person classes and activities, are modified to provide alternative modes or methods of operation, suspended, cancelled, interrupted, or changed. The University may terminate or temporarily suspend performance of any part of this agreement without notice that would make continued operation for the Housing and Residence Life non-feasible.
- C. Monetary Breach. A failure of the student to pay any fees or other amounts due to the University.
- D. Violation of Community Standards. Violation of University Community Standards may be grounds for University disciplinary action and termination of the housing agreement.
- E. Removal and Suspension. Residents may be removed or suspended from campus housing for failure to comply with University regulations, or if their actions are found to be detrimental to the welfare of other residents. Residents removed or suspended from housing may be prohibited further access and/or visitation in campus housing.
- F. Failure to Comply with the Agreement. If the resident fails to comply with any portion of this agreement, the University may cancel this agreement using appropriate notice.
- G. Health, Safety, General Welfare or Emergency. If the University finds, in its sole and absolute discretion, that such action is appropriate for the health, safety, or general welfare of its students and the campus community.

Room Furnishings – Student Premises are furnished by the University with a bed, mattress, dresser, desk & chair. The student is not permitted to occupy furniture not assigned to them. The student is not permitted to remove, alter, or

deface any furniture, equipment, or property belonging to the University. Property of the University may not be moved into student Premises nor removed from the residence hall.

The following stipulation related to Room Furnishings applies to students living in University Commons:

- Student premises at University Commons are furnished with a bed, mattress, dresser in the bedrooms and a couch, coffee table, and chair in the living room. Dependent on layout, some living rooms may also be furnished with a set of bar-stool height chairs for the kitchen. Desks are not provided at University Commons.

Utilities – As part of the Room Fees, the University shall endeavor to cause utility service providers to furnish and provide basic utilities to University-operated student housing, to include electricity, water, sewer, heat, and basic cable television and internet service, provided, however, (i) under no circumstance will the University be obligated to abate the Room Fees, or otherwise be liable or responsible for, any interruption or suspension in such services and (ii) subject to applicable law, the University reserves the right to terminate or change the nature and extent of the utilities provided to University-operated student housing.

Parking - Residential parking permits are issued by the University of New Haven Police Department. There are designated parking locations for students living in university-sponsored housing on the main campus and off-campus. For complete parking regulations and parking lot information, visit <https://www.newhaven.edu/about/visitors/parking.php>

The following stipulation related to parking applies to students living in University Commons:

- Students residing in Atwood and Parkview are required to park in designated spaces behind the Atwood. Students' vehicles cannot be parked behind the Parkview residence hall. Violators will be subject to fines, and their vehicles may be ticketed and/or towed at personal expenses.

Health and Safety - All members of the community—residents, staff, and visitors—are expected to 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 residential students are prohibited from creating a health or safety hazard within the residence halls and the University may request or require a resident to leave the residence halls if their continued presence in the housing community poses a health or safety risk for community members. Residential students are required to comply with health and safety laws, orders, ordinances, regulations and health and safety guidance adopted by the University or Residence Life as it relates to public health crises, including COVID-19. Up-to-date information regarding the University's response to COVID-19 can be found on the COVID-19 Information Website. Adherence to health and safety requirements applies to all residents, staff and visitors and extends to all aspects of residential life, including bedrooms, bathrooms, community kitchens, lounges, and other common spaces. Health and safety protocols include adhering to quarantine, isolation and possible campus or residence hall evacuation guidance and regulations.

Prohibited Items - University policies and policies of the Office of Residential Life, including the Prohibited Items List, can be found in the [Student Handbook](#), each of which are incorporated by reference and must be adhered to by all students. Prohibited items can and will be confiscated by University officials.

Entry to Residential Rooms – Authorized University personnel may enter student Premises if there is a reasonable cause to believe that a violation of University rules, requirements, policies, or regulations is taking place, for the purpose of inspection, for the establishment of order, for repairs or maintenance, for health and safety checks and to ensure that residents are in compliance with the terms of this Agreement. To the extent practicable, students will be given reasonable notice. Duly authorized law enforcement authorities following appropriate legal procedures are entitled to enter and search the residence hall rooms, the Premises, and residents' belongings. If prohibited items are found they may be confiscated by University personnel and disciplinary action may follow.

Damage – Students are responsible for any damage to, misuse of, or theft of University property in their Premises and are required to pay replacement costs or repair charges for damages that occur to the Premises and its contents.

Damage to common areas of the residence halls will be prorated among the residents of the hall should a responsible party not be identified.

Loss of Personal Property – The University shall not be liable for any damage to or loss of personal property in the Premises or common areas belonging to the student or any other person. It is highly recommended that students secure renter’s insurance to protect their personal property.

Student Responsibility – The student is responsible for the terms of this Agreement, the policies as outlined in the [Student Handbook](#) and all other University publications. Students who do not comply with University rules and regulations will be subject to disciplinary action and may be required to move off campus. The University reserves the right to make modification in fees, accommodations, facilities, policies and regulations as it deems necessary.

The following stipulation related to Student Responsibility applies to students living in University Commons:

- Residence at the Atwood , Park View, Main Street, and Savin Court properties is independent living; personnel and procedures customarily available at dormitories will not be available at the Atwood, Park View, Main Street, and Savin Court properties, such as on-site supervisors (e.g., residential assistants) and University facilitated room mediation procedures.

Risk of Loss and Insurance - The student (i) hereby assumes all risk of loss with respect to his or her property located in or about the Premises and (ii) acknowledges and agrees that he or she is solely responsible to determine and carry the insurance necessary to adequately protect his/her belongings.

Release of Information – The Office of Residential Life reserves the right to contact designated individuals listed on the Information Card on file with the University in an emergency or to release the names and addresses of roommates to students assigned to the Premises.

Indemnification – The student agrees to indemnify, defend and hold harmless the University and its officers, directors, trustees and employees, in both their individual and official capacities, from and against any and all claims, losses, expenses, fees, fines, penalties, suits, damages, liabilities and costs of each and every nature whatsoever (including attorneys’ fees and costs of defense) relating to or arising out of the student’s occupancy of the Premises and/or breach of this Agreement.

The following stipulation related to Indemnification applies to students living at University Commons:

- In the event the University or the owner of the Atwood or Park View Property makes available for resident use any fitness room or other common space at the Atwood or Park View Property, any use of such fitness room or space (and the equipment and contents therein) shall be at the student’s own risk without any liability on behalf of the University or its agents. Each student shall assume full responsibility for any and all injuries, losses and damages that such student may sustain while using any fitness room, common space or equipment and contents therein at the Atwood or Park View Property and waives all claims against the University and its agents related thereto.

By signing this Agreement, I agree and confirm that I will abide by the terms, conditions, and provisions of this Agreement.

I have carefully read and understand this Agreement before signing below. I acknowledge that I am competent and of the specified legal age in my state of residence to bind myself to this Agreement. I have executed this form on behalf of myself and my family, heirs, and assigns.

For students under the age of majority:

I am the parent or legal guardian of the above student, have read and understand this Agreement before signing below (including such parts as may subject me to personal financial responsibility). I am and will be legally responsible for the

obligations and acts of the student as described in this Agreement, and I agree, for myself and the student, to be bound by its terms.