Residence Agreement Academic Year 2023-2024

This agreement, titled the Residence Agreement Academic Year 2023-2024 is a legally binding agreement which all residents must sign electronically. Here and after this agreement becomes a legally binding contract with Ramapo College of New Jersey ("Ramapo College" or the "College"). This agreement financially obligates the student to pay for the fall and spring semesters of the Housing Agreement unless they officially withdraw from housing through the Office of Residence Life. The authentication procedures for StarRez, serves as an electronic signature for students. Electronic submission of application information does not guarantee confirmation of a housing assignment. Students are only released from their financial obligation to pay if they withdraw from housing using the proper housing withdrawal procedures. If a student chooses to move off campus, they will forego their guaranteed housing status and must reapply for any future housing requests. Students also agree to the terms of the COVID-19 Amendment to Resident Agreement Year 2023-2024, a copy of which is attached hereto and incorporated herein as Appendix A.

A. GENERAL HOUSING TERMS AND CONDITIONS

1. The Residence Agreement is for the 2023-2024 academic year and cannot be transferred to any other academic year.

2. On-campus residence is only available to Ramapo College of New Jersey undergraduate students who are registered as full-time (which is equivalent to 12 credits or more) students during both fall and spring semesters of said academic year. Students who drop below full-time status after the last day to drop classes with 50% tuition refund date (as per the published academic calendar) will receive notification from the Office of Residence Life that they have been granted a one-time only exception to stay in the residence area. A student will only be granted this exception once in their college career. If the student drops below full-time status again, they will receive a notice to vacate the residence area. Graduating seniors in their last semester will always be granted an exception to stay in residence area without being in full-time status. Graduate Students residing in on-campus housing must be registered as full-time status as dictated by your graduate program (which is equivalent to either 6 or 9 credits or more) during both fall and spring semesters of said academic year.

3. Students living in the residence halls are required to maintain one of the residential meal plans except residents of The Village and the College Park Apartments. Ramapo Dollars can be purchased and used at all dining facilities and the Ramapo College bookstore.

4. For all current undergraduate residents living on campus that wish to maintain their guaranteed housing status, students must remain a full-time student, in good social and academic standing, follow published procedures regarding spring housing intent and fall housing selection and satisfy all of their financial obligations to the College. During the spring semester residents who want to maintain their guaranteed housing status for the fall academic year must participate in the housing selection process and adhere to all published deadlines including submission of the non-refundable $500 housing deposit.

5. Failure to occupy an assigned space after agreeing to the Residence Agreement does not absolve the student of the responsibility to fulfill the terms of this Agreement. Similarly, a student who checks into the assigned space shall be deemed to accept all of the terms of this Residence Agreement, and a failure to accept, or improperly complete the Residence Agreement by electronic signature shall not relieve the student from responsibility for all of the terms and conditions and payment obligations of this Residence Agreement.

6. Any resident who becomes ineligible for housing for any reason deemed by the College or the Office of Residence Life and is directed to vacate their assigned space may not remain in a Ramapo College residence facility as a guest of another resident.
7. The resident shall observe and comply with all applicable provisions of the Ramapo College Student Code of Conduct and any amendments thereto. In addition, each resident agrees to abide by and remain current with all policies and procedures contained in the Student Handbook, The Guide to Community Living and any applicable Residence Life policies. These policies and procedures are incorporated herein as if set forth in length.

8. Ramapo College distributes college related information electronically to Ramapo issued email accounts. All residents are required to have a Ramapo College email account which they should check daily for important housing information and announcements from the College. Residents are encouraged to check their email, and mailbox (located in their residence hall) on a daily basis. All residents will be held responsible for information disseminated in this way.

9. Ramapo College and its personnel reserve the right to demand a resident and guest to produce a Ramapo College identification card or other form of identification to ascertain identity.

10. This Residence Agreement does not create or constitute a landlord/tenant relationship, nor does it create any easement or other right, title or interest in, to or with respect to the assigned space in any Ramapo College residential facility and shall not be assignable.

11. The waiver or failure by Ramapo College to exercise any right provided for under this Residence Agreement shall not be deemed a waiver of any further right hereunder.

12. Ramapo College shall not be liable for any default or delay in the performance of any of its obligations of this Residence Agreement due to force majeure (i.e. acts of God, exchange controls, export or import controls, or any other government restriction, wars, hostilities, blockades, civil disturbances, revolutions, strikes, terrorist attacks, lockouts, blackouts, health epidemic/pandemic or any other cause beyond the reasonable control of Ramapo College).

B. TERMINATION OF AGREEMENT/ WITHDRAWAL FROM HOUSING

1. Ramapo College of New Jersey may terminate this Residence Agreement and take possession of the assigned space within 24 hours for, but not limited to, the following: (1) any violation of this agreement; (2) violation of any Ramapo College of New Jersey policies and/or federal, state and local laws/regulations; (3) reasons pertaining to health, safety and welfare of any student, guest or member of Ramapo College of New Jersey community; and (4) student’s non-payment. Termination of this Residence Agreement by Ramapo College of New Jersey will not entitle student to a refund outside of the refund deadline dates. Please see timeline on the “Residence Life Events & Important Dates” posted on the Residence Life Website website.

2. Ramapo College of New Jersey may take possession of the room/apartment within 24 hours after the resident has been notified that their Residence Agreement has been terminated. The possessions left on the premises by a resident after 24 hours shall be deemed abandoned and resident forfeits any claim to any disposed property. Any cost incurred in the removal of abandoned property will be the responsibility of the student and billed to the student’s account.

3. If a resident is removed from housing as a result of student conduct action taken by Ramapo College of New Jersey, the resident may appeal the decision in accordance with the procedures delineated in Ramapo College of New Jersey’s Student Code of Conduct. A final termination notice will not be issued until the resident has completed the appeal process, unless Ramapo College of New Jersey, in its sole discretion, determines that permitting the resident to remain in the facility constitutes a danger to individuals and/or Ramapo College of New Jersey community.

4. Dismissal from housing as a result of an administrative decision of the Dean of Students or their designee, will be considered final and not subject to appeal by the resident.

5. Undergraduate students are guaranteed housing for 8 consecutive semesters as long as they remain a full-time student, are in good social and academic standing, follow published procedures regarding spring housing intent, fall housing selection and satisfy all of their financial obligations to the College. However, once a student withdraws from housing, they forgo their guaranteed housing status and must reapply for future housing requests. Housing deposits are non-refundable and will be forfeited. Incoming students who would like to withdraw from housing prior to the start of the fall semester must email admissions@ramapo.edu. Housing withdrawal requests must be sent via the students Ramapo email account. Once the fall semester begins, students who would like to withdraw must
complete a housing withdrawal form which is available via the Residence Life website. Students who withdraw AFTER the 100% housing/meal plan refund date will be assessed 50% of their housing charges. Students who withdraw after the 50% housing refund deadline will not be entitled to a housing refund. Students are encouraged to be mindful of the refund deadlines if they are considering withdrawing from housing. To review refund dates, students should visit the Residence Life Website and click on “Residence Life Events & Important Dates”.

C. ROOM ASSIGNMENTS

1. Room and roommate assignments or reassignments are made without regard to race, creed, color, sexual orientation, religion, or national origin. Complaints of unequal treatment may be referred to the Dean of Students, or the Office of Affirmative Action and Workplace Compliance.

2. The resident must live in the assigned room space with the assigned roommate(s) and vacate and remove all personal property from the room when this Residence Agreement is concluded or terminated.

3. Ramapo 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 Agreement.

4. Each semester there will be an open room change period and information will be posted in the residence halls. An unauthorized room change is cause for referral to the Office of Student Conduct and/or termination of this Residence Agreement. For further information about room changes see the Room changes section in the Guide to Community Living.

5. Students are advised that housing costs vary throughout campus, depending on the building/area and type of housing unit. Prorated housing charges, including any applicable change to students meal plan, will be assessed and adjusted on their student’s account if the student changes rooms. Students should refer to the Office of Student Accounts website at located here for current housing and meal plan costs.

6. Ramapo College of New Jersey reserves all rights in connection with the assignment, re-assignment of any room or the termination of its occupancy. Ramapo College of New Jersey also reserves the right, in its sole discretion to reassign a resident to another room, or apartment, in order to perform renovations, repairs, or to address health and safety issues, for room consolidation, disciplinary reasons and/or when Ramapo College of New Jersey deems it to be in the best interest of the resident or Ramapo College of New Jersey. If a residence hall is under construction or renovation at the time this contract is entered into is not available for occupancy, Ramapo College of New Jersey will give a minimum of 48 hours’ notice prior to reassignment. In the event of an emergency, a resident may be moved without prior notice.

7. Students requiring special accommodations must submit supporting documentation to the Office of Specialized Services, who 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 deadline dates will be considered on a space available basis.

8. Students remaining in the residence halls during times in which the dining facilities are closed such as Thanksgiving, Winter, Spring Break and Summer must make other dining arrangements. Visit the Dining Services website for specific dates and location closures.

9. The College has established procedures for student residents in the event of loss of services such as but not limited to, heat, light and hot water in residence halls for extended periods that are within the control of the campus.

   a. The procedures include provision for housing students elsewhere if the conditions that caused loss of heat, light or sanitary conditions or create other unsafe conditions cannot be rectified within a reasonable period of time. There will be no adjustment in rates (increase or refund) during the relocation period.

   b. If housing the students elsewhere on campus is not possible, then the College shall house the students in alternate housing off campus at no additional cost to the students. There will be no refund of on campus housing fees during this period as housing is being provided as per this Residence Agreement.
D. **ROOM CONSOLIDATION**

1. The Office of Residence Life reserves the right to change student’s housing assignments in order to provide for maximum occupancy and utilization of space. During the fall and spring semesters residents currently living in rooms/suites/ apartments that are not fully occupied (under-assigned rooms) may be subject to room consolidation. Residents in those rooms may be contacted to choose from the following options: (1) have another resident(s) move into their room to fill all spaces or (2) move to another space to fill a room; If permitted, retain the double room at the posted single room rate, for the remainder of the semester.

2. The Office of Residence Life reserves the right to change students’ housing assignments in order to provide for maximum occupancy and utilization of space in a Ramapo College owned facility, and to accommodate students who are assigned to housing under construction or renovation that is not available for occupancy.

E. **CHECK-IN**

1. Residents may not occupy residence hall rooms when the residential facilities are closed, unless authorized by the Office of Residence Life. Opening and closing dates for the residential facilities can be found on the “Residence Life Events & Important Dates” located on the Residence Life Website.

2. Residents must check-in 24 hours after their designated check-in date or their assigned space may be re-assigned to another student, unless prior arrangements have been made with the Office of Residence Life. Students who do not check in to their assigned space and who do not officially withdraw from housing, remain liable for the room and board charges for the entire semester.

3. Residents are not permitted to check-in at their assigned residential facility prior to their designated check-in date. Only residents whose presence on campus is required by a specific department or organization to assist with the opening of Ramapo College of New Jersey may be granted permission to arrive early. Requests for an early arrival must be made in advance and submitted in writing by the appropriate department or organization, and are subject to prior written approval by the Office of Residence Life. International students should refer to the Guide to Community Living section under Policies and Procedures/International Students for arrival requests and possible charges.

4. Each resident must complete and sign the room/suite/apartment inventory form provided by the Office of Residence Life upon check-in. More information about the room inventory form can be found in the Guide to Community Living.

F. **CHECK-OUT**

1. Rooms, suites or apartments are not considered vacated until all personal possessions are removed, and the student has officially checked out of their residence hall. In addition, residents 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, excessive cleaning and/or damage.

2. When residents check out of their assigned housing assignments at the end of the fall or spring semester, the condition of the room, suite/or apartment must be left in the condition it was at the time the student moved in. All residents must follow the check-out procedures published by the Office of Residence Life. Any discrepancies between the Room Inventory (see Guide to Community Living Damage Billing section) and the condition of the room upon check out will be evaluated by the Residence Life and Facilities staff and the appropriate damage charges will be applied to the student’s account. Damage charges may be assessed regardless of whether the neglect was committed directly, or resulted as a failure to prevent or report damages. Residents will be held responsible for damages caused by their guests. Any changes, alterations, or additions to the premises are strictly prohibited. Additional information about damage billing can be found in the Guide to Community Living.

3. Residents who are not enrolling at Ramapo College of New Jersey 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 the academic term. 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. Residents interested in summer housing must complete a Summer Housing Application and abide by the instructions provided. Ramapo College of New Jersey reserves the right to
remove residents and/or charge for occupancy beyond the closing deadline.

4. Interim housing is the designated period in which housing is available after the residence halls have officially closed. Interim Housing is offered in January and in May.

G. BILLING AND REFUNDS

1. For billing and refund purposes, occupancy is defined as failure to notify Ramapo College of New Jersey via the Housing Withdrawal process prior to the 100% Housing Refund date that you are not returning to housing. In order to be eligible for the 100% Housing Refund, student belongings must be removed prior to the 100% Housing Refund date located on the Residence Life Events & Important Dates website. Students who fail to remove their belongings prior to the 100% Housing Refund date will be charged a daily pro-rated amount until items are removed.

2. Residents who decide to withdraw from Ramapo College of New Jersey or from Ramapo College of New Jersey housing after occupying an assigned room must follow proper check-out procedures; otherwise, they will be billed for occupancy for the rest of the semester.

3. Residents removed from Ramapo College housing for student conduct reasons are not eligible for housing or meal plan refunds.

4. All room and board charges must be paid by the payment deadline (available on the Office of Student Account’s webpage) in or to be eligible to check into housing. In addition, residents who are deregistered for failure to satisfy their financial obligations to Ramapo College of New Jersey may no longer reside in Ramapo College of New Jersey housing and must follow the check-out procedures within 24 hours of deregistration.

5. Room and board rates do not include winter break/winter (time between end of fall semester and start of the spring semester), summer interim (time between the end of the spring semester and start of the summer session) or summer. Additional charges apply to winter break/winter/summer interim and summer sessions. There will be no increase in room rent in the event of the semester being lengthened in order to meet academic requirements.

6. Residents are responsible for the housing cost and condition of the space assigned to them. The resident is not absolved of the financial responsibility for the space assigned to them until they have formally withdrawn from housing, completed the formal check-out procedures for residents and paid for any damages or debts.

7. Residents who voluntarily take a leave of absence, withdraw from Ramapo College of New Jersey, or are not registered for classes will be required to leave Ramapo College housing within 24 hours of said circumstances. Refunds are issued based on the published 100% Housing Refund and 50% Housing Refund deadline dates.

8. Residents who are granted an approved Medical Leave of Absence (MLOA) must obtain and submit a Temporary Withdrawal Form by emailing the Office of Residence Life. Residents intending on returning to housing after obtaining clearance from the Center for Health and Counseling Services to return from a MLOA must contact the Office of Residence Life. The Office of Residence Life will make every reasonable effort to provide housing to a student who is returning from a MLOA.

H. HEALTH AND SAFETY

1. In general, all residents are expected to maintain their designated living space in accordance with the community living standards outlined by the Office of Residence Life staff at the beginning of each semester as well as the standards noted in this Residence Agreement. Failure to maintain these standards may result in the termination of this Residence Agreement.

2. A duly authorized agent, employee, or representative of the College will be permitted to enter any Residential space for the purpose of examining the condition thereof, inspect facilities for health, safety, maintenance and/or for damages to the space or its equipment and for an institutional purpose search without prior notification. Residents acknowledge the right for College agents, authorized employees, or representatives to enter premises without prior notice in the case of emergencies which pose a danger to life and/or property. Residents will have their rooms inspected according to the dates specified in the Guide to Community which is published on the Residence Life website.
3. To ensure compliance with New Jersey's Fire Code, representatives of the New Jersey State Department of Fire Safety will perform semester 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, the Guide to Community Living and/or to the Student Handbook in effect at the time of the inspection. Ramapo College is not informed as to when these inspections would occur.

4. Residents are responsible and liable for their personal belongings and any Ramapo College property damage that is incurred if found to have carelessly or negligently caused damage/fire.

5. Residents are not allowed to share their assigned housing space with anyone not assigned to that room/suite or apartment including but not limited to roomers, boarders, children, family members, nor shall they assign or transfer said housing space. Residents are responsible for the housing costs for any such unauthorized occupancy of College housing which violates the guest visitation policy (published in the Guide to Community Living) available online at the Ramapo College website.

6. Residents agree to comply with all applicable federal, state and local laws, ordinances, rules and regulations.

I. INSURANCE

1. Ramapo College of New Jersey and its Office of Residence Life will not assume any responsibility for any persons or student property from any cause, nor will they assume responsibility for any injury or damages, personal or property, while the student is a resident. In addition, Ramapo College of New Jersey and its Office of Residence Life shall not be liable for any failure of water supply, electric current, telephone and/or internet connection nor any injury or damage to persons or property caused by natural disasters or by other residents or persons within the residence halls.

2. Residents are strongly encouraged to carry personal liability insurance if their family’s home insurance policy does not cover their property while it is located at Ramapo College of New Jersey.

J. MISSING RESIDENT STUDENT NOTIFICATION POLICY

1. 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 of any resident student of Ramapo College of New Jersey believed to be missing.

2. 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.

3. Any member of Ramapo College of New Jersey community, including both employees and students, who is concerned that a member of Ramapo College of New Jersey community is missing should contact the Public Safety, Department at 201-684-6666, as soon as they have determined that the individual is missing as defined above.

4. The department of Public Safety will investigate all cases of missing persons that are brought to their attention. Ramapo College of New Jersey Public Safety will serve as the lead investigating agency unless superseded by Mahwah Police, the Prosecutor's Office or State of New Jersey or Federal agency with appropriate jurisdiction.

INFORMING DESIGNATED CONTACT PERSON

Ramapo College of New Jersey Public Safety will inform the listed contact person of a missing resident student within 24 hours of receiving a missing person report.

IDENTIFYING AN EMERGENCY CONTACT PERSON

All resident students are required to register and designate an emergency contact person through Ramapo College of New Jersey's Web Self-Service and StarRez (Housing Portal) prior to check in at their residence hall. If a student moves to another Residence Hall the student is required to verify the emergency notification information upon admittance to that hall. Every student has their own account and may enter or change, under personal
information/addresses, a designated contact person at any time by updating their emergency contact information.

**Appendix A: COVID-19 Amendment to Resident Agreement Year 2023-2024**

This COVID-19 Amendment to the Ramapo College of New Jersey Resident Agreement Year 2023-2024 (the “Amendment”) sets forth the assumptions of risks, obligations, and guidelines in connection with COVID-19 and the related impacts to the student residence life experience. By electronic signature to the Ramapo College of New Jersey Resident Agreement Year 2023-2024, the resident/student agrees to be bound by the terms of this Amendment.

**Assumption of Risk/Hold Harmless**

The resident understands that COVID-19 has been declared a worldwide pandemic by the World Health Organization. The resident acknowledges that COVID-19 is a highly contagious illness that is presently understood to spread from person to person through respiratory droplets (coughing, talking, and sneezing). Research related to COVID-19 transmission and spread is evolving. The resident understands that a portion of COVID-19 individuals are asymptomatic (meaning they demonstrate no symptoms and can unknowingly spread the virus).

The resident understands that they could be exposed to COVID-19, contract COVID-19, or transmit COVID-19 during college-related activities. Participating in college activities, classes, sports and trainings could increase one’s risk of contracting COVID-19.

The resident acknowledges that Ramapo College of New Jersey (the “College”) did not require students to live on campus, and has given residents the choice to engage in the same. If residents choose to live on campus, residents understand that they can opt out at any time (standard refund dates apply).

Residents understand that while Ramapo College of New Jersey has put together prevention measures to reduce the risk of contracting COVID-19, it is impossible that the College can guarantee that residents will not contract the virus. With that, residents assume the risk of becoming infected with COVID-19 and understand that there are a range of symptoms that span from mild to severe (including death).

As resident students are encouraged to engage in a daily health self-screening. Residents understand that they hold personal responsibility in protecting the health and safety of themselves and others. If one contracts COVID-19, resident students acknowledge their personal responsibility to inform others whom they may have been in close contact with and follow the medical advice of campus health officials as well as their own medical providers.

Residents acknowledge awareness of the risks of COVID-19 and assume sole responsibility for the known and unknown risks. The risks include, but are not limited to mild symptoms, severe symptoms, hospitalization, emotional and psychological conditions, and expenses of any kind, disabilities that may arise from contracting the virus or side effects of the virus, economic loss, and/or death.

The resident, individually, and on behalf of their heirs, successors, assigns any personal representatives hereby waives all claims and demands against Ramapo College of New Jersey, the State of New Jersey, and their respective trustees, directors, officers, members, employees, agents, volunteers, and/or other representatives and each of them for any loss, damage, injury (including death), or claim of any kind arising from, related to or caused by the resident’s use and occupancy of the College’s residence halls, including those related to the potential exposure to COVID-19 and other contagious viruses and agrees to indemnify, defend, and hold harmless Ramapo College of New Jersey, the State of New Jersey, and their respective trustees, directors, officers, members, employees, agents, volunteers, and/or other representatives, from any and all liability whatsoever for any and all damages, losses, or injuries (including death) that is sustained to the resident’s person or property or both, including but not limited to any claims, damages, actions, causes of action, judgments, expenses and costs, including attorney fees, which arise out of result from, occur during or are connected in any manner with the resident’s use and occupancy of the College’s residence halls and/or any COVID-19/contagious virus exposure.

**Student Housing Experience**

All residents are advised that if they should contract COVID-19 and choose to self-isolate in their room, they should have available enough clothing and supplies for at least 5 days.

Residents acknowledge that for reasons of health and safety, they may be directed to relocate to a self-isolation space for a designated period of time until campus health officials determine the resident can return to their original space. In most
cases, the resident will isolate themselves at their off campus permanent address or in their residence room. There will be no financial adjustments to a resident’s student account related to their self-isolation/self-quarantine space.

All residents must comply with public health measures dictated by the College and those safety laws required by local, state, and federal rules and regulations. Residents who fail to comply with the Code of Conduct, local, state, and federal rules and regulations will have the matter referred to the Office of Student Conduct and, after an investigation and review process, may be required to leave housing.

**Termination of Agreement**
In the event the Governor of New Jersey announces a shutdown for institutions of higher education, resident students will be required to vacate their residence room immediately and return home. Only exceptional cases will be permitted to remain on campus, (i.e. those students who identify as international students or housing insecure). Student acknowledges that the College and public health officials will monitor the rate of transmission and may assess that for the health and safety of the students and employees, residence areas may close, possibly with little notice, and students will be required to vacate.

**Cleaning and Disinfecting**
Resident students are required to use proper cleaning agents to clean and disinfect their residence. Residents should employ daily health mechanisms to keep their bathroom areas clean and safe such as not letting their tooth brush touch the counter top and bring a shower caddy to the shower. Residents must properly clean their private bathrooms to prevent the spread of COVID-19. Proper bathroom cleaning protocols should also be applied to all common areas and shared spaces in the residence unit.

**Density Reduction**
In the event of COVID-19 or any other public health emergency, residents may be required to relocate to alternative housing in order to reduce housing density at the College. Such relocation does not constitute a termination of the resident’s housing agreement. The resident agrees to take all necessary action in complying with a relocation request by the College.

**Room Changes**
The College reserves the right to deny any room change requests, unless there is an exceptional circumstance connected to an extreme health or safety issue that cannot be mitigated by residence life staff.

**Interpretation/Conflict**
All other provisions of the Ramapo College of New Jersey Resident Agreement Year 2023-2024 shall remain in full force and effect and must be adhered to. In the event there is any conflict between this Amendment and the Agreement, the terms of this Amendment shall control.