Housing Contract Terms & Conditions 2015-2016

The purpose of these Terms and Conditions of the University of Florida (herein referred to as “University”) Department of Housing and Residence Education (herein referred to as “Housing”) Residence Hall Contract (herein referred to as “Contract”) is to establish the Contract between the student and the University with regard to the student’s occupancy of single-student University housing. Under this Contract, and subject to its terms and conditions, the student is granted authorization to use an assigned space and the related facilities of a University residence hall, with the specific space, facilities, and residence hall to be determined in Housing’s sole discretion.

The terms and conditions of this Contract, and responsibilities of the parties to the Contract, are as follows:

ARTICLE A — Financial Obligations

Contract Period and Eligibility

1) This Contract is effective from the date of contract submission until the University’s residence halls close at the end of the last semester for which the Contract is in effect. The semesters for which housing will be provided and rent will be charged are identified at the time the Contract is completed. Housing between semesters (also known as intersession housing) is not provided as a part of this Contract.

2) A student must be enrolled in the University in order to be eligible for, or to remain in, on-campus University housing.

Payments

3) Student housing contracts are not considered complete and effective until a student’s housing advance rent payment is paid or recognized as deferred.

4) The semesterly rent payment is due, in advance, as follows:

<table>
<thead>
<tr>
<th>Semester</th>
<th>Due Date</th>
<th>Rent Deferment Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fall</td>
<td>7/29/2015</td>
<td>10/1/2015</td>
</tr>
<tr>
<td>Spring</td>
<td>12/2/2015</td>
<td>2/3/2016</td>
</tr>
<tr>
<td>Summer B</td>
<td>5/27/2016</td>
<td>7/13/2016</td>
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</tbody>
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5) The balance of any rent payments received after the above noted dates will result in the assessment of a $150 late charge.
ARTICLE B — Contract Cancellation

1) This Contract may not be canceled without the prior written approval of the Associate Director of Housing for Administrative Services or their designee(s).

2) Cancellation of the Contract is not permitted unless authorized by the terms and conditions of the Contract. Cancellation of a Contract may be subject to the cancellation fees set forth in Section 6 or 7 below. Cancellation of the Contract is only permitted in the following circumstances:

   a) For contracts beginning with the Fall or Spring Semesters, if student will not be attending the University (i.e. admission cancellation, withdrawal, academically dismissed). Cancellation of the Contract for this reason is conditional. Financial responsibility for full residence hall rent will be assessed to students that are permitted to cancel if, after indicating that they will not be attending the University, they later enroll or re-enroll in classes for the semester(s) covered by the cancelled Contract.

   b) For contracts that begin with the Summer Semesters:

      i. Incoming student that will not be attending the University.

      ii. Other students that will not be attending the University because the student’s courses are not offered by the University during that period and written verification from the appropriate college or academic advisor on official letterhead is provided to the main Housing office.

      iii. Cancellation of the Contract for this reason is conditional. Financial responsibility for full residence hall rent will be assessed to students that are permitted to cancel if, after indicating that they will not be attending the University, they later enroll or re-enroll in classes for the semester(s) covered by the cancelled Contract.

   c) Student will be attending the University but requests cancellation in writing to Housing on or before May 1, 2015 for contracts that begin with the Fall Semester; or on or before August 1, 2015 for contracts that begin with the Spring Semester.

   d) Incoming student will be attending the University but requests cancellation in writing to Housing on or before May 1, 2015 for contracts that begin with the Summer B Semester.

   e) Hardship cancellations may be authorized by the Housing Appeals Committee within its sole discretion. Those students released by the Appeals Committee will be subject to charges as determined by the Committee.

3) If the student is denied admission to or suspended from the University for academic reasons (as determined by University), the student may receive a refund provided that he/she cancels the Contract. In these instances, if the student is in residence, prorated charges will be assessed through the date the student checks out of their room through their Area Office. If the suspended student is not in residence (has not checked in or has checked out prior to the first day of check-in for the next semester), they will not be held financially responsible.
4) If a student is suspended or expelled from the University for non-academic reasons (as determined by University) or otherwise removed from University housing a refund will not be issued.

5) If a student withdraws from University classes or cancels their course registration for the current semester, the student is required to notify the main Housing office and vacate their assigned space within three days. Reductions in rent charges or refunds, if applicable, will be based on the date that the student completes all of the following: (i) withdraws or cancels their course registration, (ii) notifies the main Housing office that they have withdrawn or cancelled their course registration, and (iii) vacates their assigned space.

6) Incoming students that first cancel their admission to the University and then cancel their Contract will be subject to a cancellation charge. Any amount paid in advance over the cancellation charge, if applicable, will be refunded back to the student.
   a) A cancellation charge of $100 will apply provided the cancellation is received by May 1, 2015 for contracts that begin with the Summer B or Fall Semesters; August 1, 2015 for contracts that begin with the Spring Semester; and March 1, 2016 for contracts that begin with the Summer A Semester.
   b) A cancellation charge of $175 will apply if the cancellation is received after the date provided in Section (6)(a) but before Housing’s close of business on the 5th day of classes.
   c) Students that cancel after the 5th day of classes will be responsible for full rent for that semester. Exceptions are considered by the Housing Appeals Committee for documented medical withdrawals involving severe extenuating circumstances.

7) A cancellation charge of $175 will apply for students that will be attending the University and are permitted to cancel under the terms of Article B Section (2)(b)(ii), (2)(c) or 2(d).

ARTICLE C — Conditions of Contract

1) The University’s acceptance of this Contract does not guarantee student’s assignment to a particular type of accommodation (either hall or room), nor does it determine final admission to the University. The student’s preferences indicated in this Contract are only preferences and facility, room types, or roommate requests cannot be guaranteed. Assignment and/or continued residence are contingent upon final acceptance of admission and timely payment of all charges. If the rental rate varies from the payment made, an additional charge or refund will be made to the student. Completing a Contract contractually obligates the student to pay for space assigned by Housing regardless of indicated living preferences, locations, and/or options.

2) Correspondence from Housing including rent bills, notices of other charges, refunds, and other materials will be emailed to students at his/her official University email account.
3) Occupancy shall begin when the student signs for the keys to his/her assigned accommodation and shall terminate when written authorization is completed and the above-noted key(s) are returned to the respective Housing Area Office.

4) In accordance with the University's educational philosophy of total integration of all facilities, and in accordance with the laws of the United States, race, creed, color, religion, and national origin are not considered criteria in the placement of students in residence halls or in room assignments. Sex is considered a criterion in room assignment; however, housing assignments to male and female students are proportionate in quantity and comparable in quality in compliance with Title IX mandates. Housing receives applications on a ‘first come, first served’ basis without regard to gender quotas. Past statistics show that this policy results in acceptable gender proportions. (Fall 2013: 58% female population, and 42% male population.)

5) The University is not liable for loss or damage of student’s personal property; or for interruption or failure of utilities such as heating, air conditioning, water, electricity, CATV, DHNet, etc.; or for injury or inconvenience to persons (except of the extent set forth in Florida Statutes, sec. 768.28). The University reserves the right to assess additional charges and/or rent during the Contract period to offset increased utility and/or other operational costs, provided the University gives written notification to the student at least 30 days prior to any increase in rent or charges.

6) Authorized University personnel may enter student rooms without the student’s permission for maintenance/housekeeping purposes and fire/safety inspections. When authorized personnel have reasonable belief that a violation of a University regulation, local ordinance, state or federal statute is in progress, and/or for other emergency purposes, they may enter student rooms without notice.

7) The Associate Vice President for Student Affairs (or their designee), in his or her sole and absolute discretion, may cancel this Contract or change student room assignments in the interest of order, discipline, health, safety, security, maximum utilization of Housing facilities and resources, and/or educational delivery, or for the student’s failure to pay rent or charges in a timely manner.

8) Rooms may be inhabited ONLY by students to whom they are assigned. Rooms may not be sublet to another person(s). Room transfers may be made only AFTER written approval from the main Housing office. Appropriate monetary charges, as determined by Housing, will be assessed and/or disciplinary action will be taken against violators of the provisions in this paragraph.

9) Rooms are to be kept clean and orderly. Charges may be assessed to students for damage to, unauthorized use of, or alterations to, rooms, furnishings, appliances, equipment, locks or buildings and for special cleaning necessitated by improper care of rooms, furnishings, appliances, or equipment on the floor or in the section of the building where their assigned rooms are located.

10) “Late Application Triple” rooms will be converted to double rooms at the time that one of the current residents moves out of the room. Rent will be adjusted on a prorated basis for the residents to a double rental rate. When late application triples are de-tripled, the furniture will remain in the room. The raised bed with the dresser underneath and bunk beds cannot be removed from the room.
11) Student’s violation of any University regulations and/or procedures, or University’s Student Code of Conduct, may, within the discretion of the Associate Vice President for Student Affairs (or their designee), be considered a breach of this Contract.

12) Housing/University shall make the final interpretation of, or determination under, all provisions of this Contract, as well as any related University policies or procedures.

ARTICLE D — No Residency Requirement

The University does not require any student to reside on-campus.

ARTICLE E – Acknowledgement

I, the student (or legal guardian of a minor student) making the Contract, acknowledge that I have read, understand, and agree with all of the following University and Housing policies and procedures (which the University may update or amend from time to time, as it sees fit):

a) Medical and Disability Housing Accommodations
b) Housing Rent Deferments
c) Housing DHNet Acceptable Use Policy
d) UF Acceptable Use Policy
e) Housing Community Standards
f) UF Student Conduct and Honor Code