

21-22 Housing Agreement Terms and Conditions

Academic Year

THIS STUDENT HOUSING AGREEMENT ("Agreement") is entered into as of #EFFECTIVE_DATE# ("Effective Date") by and between THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES ("University"), for and on behalf of its Department of Housing and Residence Life ("Department"), and #STUDENT_NAME# ("Student").

Background

A. University owns and/or operates student residence hall facilities on and near its main campus in Gainesville, Florida, in order to provide on-campus housing to enrolled University students during specified times of the academic year.

B. Student is a prospective or enrolled University student that either intends to enroll or remain enrolled in the University for the duration of the term of this Agreement.

C. Student has previously submitted an application to University expressing a desire to occupy and utilize an assigned space in one of the University's single-student residence hall facilities, and Student understands that University shall assign the particular facility and room (the "Space") subsequent to Student's execution of this Agreement.

D. Student is required to execute this Agreement in order to secure a Space, and University and Student enter into this legally binding Agreement to set forth the terms and conditions of their agreement governing Student's occupancy and use of the Space.

In consideration of the mutual promises and covenants contained herein, University and Student agree as follows:

Article 1 – General

1.1 Recitals. The recitals set forth in the background section above are true and correct and are incorporated herein by reference.

1.2 Effective Date. This Agreement becomes effective and enforceable immediately upon the Effective Date, which is the date Student electronically signs this Agreement via the Department's on-line portal. However, Student is not assured of an assigned Space unless and until Student has paid to University the required prepaid rent in accordance with Article 2 of this Agreement, or University has recognized such payment as deferred.

1.3 Grant of Use. In exchange for Student's payments to University in accordance with this Agreement, and subject to all of its terms, conditions, and restrictions, University grants conditional authorization to Student to occupy and use the Space, to be determined and assigned to Student within the Department's sole discretion. Student must be enrolled in the University in order to be eligible for, or to remain in, University housing.

1.4 Term & Occupancy. This Agreement is binding upon the parties as of the Effective Date. However, Student is not assured of an assigned Space unless and until Student has paid to University the required prepaid rent, or University has recognized such payment as deferred. Student's authorization to occupy and use the assigned Space is valid only for the #SEMESTER# semester(s) ("Term"). Exact dates for the beginning and end of each semester, as well as move-in and move-out dates, are available on the Department's website at <http://www.housing.ufl.edu/>. Student occupancy of a Space between semesters (also known as intersession housing) is not provided as a part of this Agreement. Student's occupancy of the Space shall officially begin when the Student signs for the keys to his/her assigned Space, and shall terminate when written authorization is completed and the above noted key(s) are returned to the appropriate Department Area Office.

1.5 Space Assignment. The University's acceptance of this Agreement does not guarantee Student's assignment to a particular residence hall, room type, or location, nor does it determine final admission to the University. Student acknowledges that any preferences indicated in Student's application with regard to a specific residence hall, room type, location, or roommate request are preferences only, and any cannot be guaranteed. Entering into this Agreement legally obligates Student to make payment to University for the Department-assigned Space, regardless of any Student-indicated preferences concerning a specific residence hall, room type, location, or roommate. University's assignment of a Space to Student, and Student's continued occupancy of a Space, are contingent upon Student's final admission to the University and timely payment of all charges and fees to University, including those due under this Agreement.

1.6 Department's Assignment Considerations. 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 space assignments.

1.7 Student Acknowledgement of Policies. Student (or legal guardian of a minor student), by entering into this Agreement, acknowledges that he/she has read, understands, and agrees to comply with all University and Department regulations, policies, standards, and procedures (collectively, the "Policies") more fully set forth on the websites reached by the links below and incorporated herein by reference (which Policies University may update or amend from time to time, as it sees fit):

- 1.7.1 Medical and Disability Housing Accommodations
- 1.7.2 Housing Rent Deferments
- 1.7.3 Housing DHNet Acceptable Use Policy
- 1.7.4 UF Acceptable Use Policy
- 1.7.5 Housing Community Standards
- 1.7.6 UF Student Conduct and Honor Code
- 1.7.7 Infinity Hall Addendum (applicable only to Students assigned a Space in Infinity Hall)

Student's violation of any University Policies, or University's Student Code of Conduct, may, within the discretion of the University's Associate Vice President for Student Affairs (or his/her designee), be considered a breach of this Agreement.

1.8 Department Discretion. The Director of Housing for Administrative Services (or their designee), in his/her sole and absolute discretion, may cancel this Agreement or change Student's Space assignment in the interest of order, discipline, health, safety, security, maximum utilization of Department facilities and resources, and/or educational delivery, or for the Student's failure to pay rent or charges in a timely manner.

1.9 Space Not Transferable. Student's assigned Space may be inhabited ONLY by the Student, and such Space is not transferable or assignable without the Department's prior written approval. Spaces may not be sublet to another person(s). Appropriate monetary charges, as determined by the Department, will be assessed, and/or disciplinary action will be taken, against violators of the provisions in this paragraph.

1.10 No Residency Requirement. Student acknowledges that University does not require any student to reside on-campus.

1.11 Enrollment Requirement. Student must remain enrolled in University courses during each semester covered by the Term of this Agreement. Should Student fail to meet this enrollment requirement, University may cancel this Agreement and require Student to vacate his/her assigned Space in accordance with applicable University Policies or other applicable laws, regulations, policies, or procedures.

1.12 Correspondence. Correspondence from Housing including rent bills, notices of other charges, credits, and other materials will be emailed to students at his/her official University email account.

Article 2-Student's Payment Obligations

2.1 Amount of Rent. Student acknowledges that different Department facilities have different rental rates. The amount of rent Student will be obligated to pay will depend on the Space assigned to Student, and Student's rental amounts will not be known until such assignment is made. A rate schedule reflecting the current rental rates associated with the Department's various facilities is available at <http://www.housing.ufl.edu/undergrad/payments/rates/>, which schedule is incorporated herein by reference. The rates set forth in the schedule are subject to increase at University's discretion, except that no increase shall exceed 5% of the amounts set forth in the existing schedule. Student acknowledges that he/she will be bound by this Agreement so long as any increase in the rental rate associated with Student's assigned Space prior to Student's occupancy is in accordance with this Agreement.

2.2 Payment of Rent. Rent is billed per semester, and must be prepaid in advance of each semester. The semester rent payments are due, in advance, as follows:

Semester	Due Date	Rent Deferment Due Date
Summer A/C 2021	April 7, 2021	May 19, 2021
Summer B 2021	May 19, 2021	July 7, 2021
Fall 2021	July 28, 2021	October 6, 2021
Spring 2022	December 1, 2021	February 2, 2022
Summer A/C 2022	April 6, 2022	May 18, 2022
Summer B 2022	May 18, 2022	July 6, 2022

The balance of any rent payments received after the above noted dates will result in the assessment of a \$125 late charge. Unless Student has received written confirmation from University that they have received a deferment on their rent payment, all rent must be prepaid by the dates indicated above. If Student makes a rent payment to University that varies from the amount due under this Agreement, an additional charge or credit (as appropriate) will be applied to Student's University account.

2.3 Unpaid Charges. Any unpaid rent, cancellation, or other charges accruing under this Agreement may be applied to Student's University account and may result in a hold being placed on Student's record and/or academic transcripts.

Article 3 – Occupancy Matter

3.1 Utilities. The University is not liable for interruption or failure of utilities such as heating, air conditioning, water, electricity, cable television, DHNet, etc. The University reserves the right to assess additional charges and/or rent during the Agreement 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.

3.2 University Entry Rights. Authorized University personnel may enter Student's Space without the Student's permission (but following prior notice to Student) for maintenance/housekeeping purposes and for fire/safety inspections. When authorized University personnel have reasonable belief that a violation of a University Policy, or violation of any local, state, or federal law, regulation, or ordinance is in progress, or in the event of an emergency, such personnel may enter Student's Space without notice to Student.

3.3 Condition of Space. Student's Space shall 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 either within Student's Space or on the floor or in the section of the facility wherein Student's Space is located.

3.4 Triple Occupancy Situations. Certain spaces available for assignment to Student are within accommodations designed for permanent triple occupancy, including those that the Department refers to as an Economy Triple Room, a Triple Room, a Two Room Triple, a Three Room Triple, and a Suite for Three. However, the accommodation arrangement that the Department refers to as a Late Application Triple Room will revert to and remain at double occupancy if and when one of the students moves out of such accommodation after the start of a semester. In such situations, and upon one of the students moving out, Student's rent will be increased, on a prorated basis, to a double occupancy rental rate. When Late Application Triples are de-tripled, all furniture shall remain in the room. Neither the elevated bed with the dresser underneath nor the bunk beds can be removed from the room.

Article 4 – Agreement Cancellation

4.1 Department Approval Required. Notwithstanding anything contained herein, and even when Student's cancellation is permitted under the terms of this Agreement, this Agreement may not be canceled without, and no cancellation shall be effective until Student has received, the prior written approval of the University's Director of Housing for Administrative Services or his/her designee. Such approval will be in accordance with, and subject to, the terms and conditions of this Agreement.

4.2 Cancellation Circumstances. A Student cancellation request must be expressly authorized by the terms and conditions of this Agreement, must be made via <https://hms.housing.ufl.edu>, and must result

from one of the circumstances set forth in this Article 4. The University may, within its sole discretion, deny all other cancellation requests. Cancellation of an Agreement may be subject to the cancellation fees as set forth in this Article 4 below. Cancellation of the Agreement is subject to the other conditions contained herein, including the payment of applicable cancellation fees, and will be permitted in the following circumstances:

4.2.1 Incoming / Newly-Admitted Student

4.2.1.1 Student is an incoming or newly-admitted student to University, and Student receives approval from University Admissions to defer matriculation to a later term; cancellation fee in such instance shall be \$225.00; or

4.2.1.2 Student is an incoming or newly-admitted student to University, but Student notifies University Admissions that Student will not be attending the University. If such notification and a written request to cancel the Agreement is submitted to the Department on or before May 1, 2020, cancellation fee shall be \$125.00; if such notification and Agreement cancellation request is submitted after May 1, 2020, cancellation fee shall be \$225.00.

4.2.2 Current Student

4.2.2.1 Student will remain enrolled in the University and attend classes during the entire Term of this Agreement and:

4.2.2.1.1 Student requests cancellation of this Agreement in writing to the Department on or before May 1, 2020 for an Agreement with a term that begins with the Fall or Spring semester; cancellation fee in such instance shall be \$225.00; or

4.2.2.1.2 Student requests cancellation of this Agreement in writing to the Department on or before March 1, 2020 for an Agreement with a term that begins with the Summer A or Summer B semester; cancellation fee in such instance shall be \$225.00; or

4.2.2.1.3 Students is participating in an internship, co-op or study abroad activity for which they will receive University course credit, or fulfilling a requirement of their University degree; in such instances Student may cancel this Agreement without a cancellation fee provided that Student supplies appropriate documentation (as determined by the Department) substantiating the relevant circumstances.

4.2.2.2 Student will not remain enrolled in the University and attend classes during the entire Term of this Agreement and:

4.2.2.2.1 Student (a) withdraws from the University prior to the end of the applicable drop/add period for the upcoming semester; (b) cancels University course registration for upcoming semester; and (c) supplies appropriate documentation (as determined by the Department) from Student's University-

appointed academic adviser verifying that Student will not, and does not intend to, enroll in University courses for the upcoming semester. The cancellation fee in such instance shall be \$225.00.

4.2.2.2 Student withdraws from the University or cancels their course registration after the end of the applicable drop/add period for a given semester, or is granted a Medical Withdrawal through the University Dean of Student's Office. Upon the occurrence of any of the foregoing events, Student is required to notify the main Department office and vacate their assigned Space within three days of withdrawal or cancellation of registration, and Student will remain liable for the full amount of rent under the entire Term of this Agreement. Any reduction in rent charges, if granted by the University, will be based on the date that the Student completes all of the following: (a) withdraws or cancels their course registration, (b) notifies the main Department office that they have withdrawn or cancelled their course registration, and (c) vacates their assigned Space and returns all keys. If, after indicating that they will not be attending the University, Student later enrolls or re-enroll in classes for the semester(s) covered by the cancelled Agreement, Student shall be fully responsible for all rent that would have otherwise been due under the Agreement but for cancellation. In addition to any rent owed under this Agreement and pursuant to this provision, Student will be charged a cancellation fee of \$225.00.

4.2.2.3 Student is graduating from the University, or is required by law to leave the University in order to fulfill service obligations to the U.S. military, during the Term of this Agreement; in such instances Student may cancel the Agreement with regard only to the semester(s) subsequent to Student's graduation or departure for military service, and no cancellation fee will be charged.

4.3 Appeals. In extenuating circumstances, Student may submit to the Department a cancellation request for circumstances that do not meet the criteria set forth herein. The Department's Housing Appeals Committee, within its sole and absolute discretion, may, but is not required to, authorize a hardship cancellation after written petition from the Student. If the Housing Appeals Committee releases Student from this Agreement, Student will remain subject to any applicable charges or fees as determined by the Housing Appeals Committee, including, but not limited to, a cancellation fee of \$225.00. Decisions of the Housing Appeals Committee cannot be further appealed.

4.4 Full Rent Due for Unauthorized or Late Cancellation. If Student attempts to cancel their Agreement for any reason or in any manner other than as authorized herein; or without receiving the Department's explicit written approval; or if Student attempts to cancel this Agreement (for any reason) after the 5th day of classes in a given semester, Department may either, in its discretion, (a) deny Student's request for cancellation, or (b) cancel the Agreement upon Student's full and final payment to the University of the entire amount of rent owed to University during the Term of this Agreement. The Department's Housing Appeals Committee may consider exceptions from this requirement for severe and extenuating circumstances.

Article 5 – Miscellaneous

5.1 University Interpretation Controls. University shall make the final interpretation of, or determination under, all provisions of this Agreement, as well as any related University Policies.

5.2 University Not Liable. The University is not liable for loss of or damage to Student's personal property kept in Student's assigned Space or on or about any of Department's facilities.

5.3 Modification. This Agreement may not be modified or amended, except by a further written instrument executed by both University and Student.

5.4 No Waiver. Any failure by either party hereto to exercise any of its rights hereunder shall not be construed as a waiver of such rights, nor shall any such failure preclude exercise of such rights at a later time.

5.5 Severability. Whenever possible, each part of this Agreement shall be interpreted in such a manner as to be valid under the applicable law. However, if it shall be found that any part of this Agreement is illegal and unenforceable, such part or parts shall be of no force and effect to the extent of such illegality or unenforceability, without invalidating the legal and enforceable remainder of such part or parts or any other part of this Agreement.

5.6 Assignment. This Agreement shall not be assigned by either University or Student without the express written consent of the other party, which consent may be given in each party's sole discretion.

5.7. Headings. Section headings used in this Agreement are for convenience only and are not to be construed as part of this Agreement.

5.8 Construction. This Agreement shall not be construed more strongly against any party, regardless of who is responsible for its preparation.

5.9 Public Records. This Agreement is subject to the Public Records Law of the State of Florida, Chapter 119, Florida Statutes.

5.10 Governing Law; Venue. This Agreement and all transactions governed by this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to principles of conflicts of laws. In the event of any legal or equitable action arising under this Agreement, the parties agree that the jurisdiction and venue of such action shall lie exclusively within the courts of record of the State of Florida located in Alachua County, Florida, and the parties specifically waive any other jurisdiction and venue.

5.11 Sovereign Immunity. Nothing contained herein shall be construed or interpreted as (a) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (b) the consent of University or the State of Florida or their agents and agencies to be sued; or (c) a waiver of either University's or the State of Florida's sovereign immunity beyond the limited waiver provided in section 768.28, Florida Statutes.

5.12 Merger. This Agreement is the complete, entire, final, and exclusive statement of the terms and conditions of the agreement between the parties as of the Effective Date, but subject to any addendum or amendment entered into between University and Student subsequent to the Effective Date (including an addendum pertaining to Infinity Hall, if applicable). This Agreement supersedes, and the terms of this Agreement govern, any prior collateral agreements, whether written or oral, between the parties with respect to the subject matter hereof.

5.13 Time of the Essence. Time is of the essence of this Agreement.

5.14 Electronic Signature; Counterparts. This Agreement may be executed by electronic signature in accordance with Florida law, and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.