

STUDENT: Please note that this Addendum is required in order to secure your placement in Infinity Hall. Located just off UF's main campus, Infinity Hall was constructed and is owned by a unit of Signet Enterprises and, through an agreement with the University of Florida, is offered as a UF Residence Hall and managed by the UF Department of Housing and Residence Education. The terms and conditions in this Addendum are in addition to those contained in your UF Housing Contract, the UF Student Code of Conduct, and the UF Department of Housing and Residence Education's Community Standards. Please review this document carefully and, if acceptable, indicate your understanding and agreement by signing below.

INFINITY HALL HOUSING CONTRACT ADDENDUM

The Campus Housing Contract (the "Housing Contract") between _____, UF ID # _____ (the "Student"), and the **University of Florida** ("University") for residential space located in Infinity Hall is hereby amended to include the following:

1. Parties. The Housing Contract is by and between the Student as tenant and **Signet Infinity Housing I, LLC** ("Signet") as landlord. The University has the authority to execute the Housing Contract and this Addendum on Signet's behalf.
2. Designation. Infinity Hall (the "Facility") is designated as University housing and as such, the University manages the student placement, living arrangements, residential programs, student services, student resources, student access and security. For purposes of the Housing Contract and this Addendum, the Facility shall be included in the term "University housing" or any similar designation.
3. Student Rooms and Common Areas. The Housing Contract and this Addendum are for the Student's use of the suite and/or bedroom, bathroom and other areas of the Student's assigned residential unit (the "Student's Rooms") and the common areas of the Facility ("Common Areas").
4. University Authority. The University has the authority, on behalf of itself and on behalf of Signet, to enforce the provisions of the Housing Contract Terms and Conditions, as amended hereby, which shall be in full force and effect during the Housing Contract period.
5. Right of Access. Authorized Signet personnel may enter the Student's Rooms with twenty-four (24) hours' notice and without the Student's permission for maintenance/housekeeping/pest control purposes and fire/safety inspections. When authorized Signet 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 the Student's Rooms without notice or permission.

6. Additional Charges. The Student's Rooms are to be kept clean and orderly. Signet may, consistent with the University's housing policies, assess a Student charges 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.

7. Safety. **SIGNET DOES NOT UNDERTAKE A DUTY TO PROTECT THE STUDENT. THE STUDENT IS RESPONSIBLE FOR HIS OR HER OWN SECURITY AND SAFETY AND FOR THE SECURITY AND SAFETY OF HIS OR HER PROPERTY AND GUESTS.**
 - a. Security Systems. **The Student agrees that Signet does not promise, warrant or guarantee the safety and security of the Student, his or her personal property or guests against the criminal actions of other residents of the Facility or third parties.** No security system, including video cameras, controlled access entries, courtesy patrol services or electronic intrusion safety devices, can guarantee protection against crime. Signet does not monitor any security video cameras or other photographic surveillance that may be installed at the Facility. As to any and all security measures taken at the Facility, the Student may not rely for his or her personal safety upon any measures Signet may take to secure the Facility. Even elaborate security systems are subject to mechanical malfunctions, tampering, human error or personnel absenteeism, and can be defeated or avoided. Further, repairs to such devices cannot always be completed immediately. Therefore, the Student should always proceed on the assumption that no security systems exist and act in a reasonable manner to ensure his or her own safety and that of his or her guests and the other residents of the Facility.

 - b. Acknowledgement. The Student acknowledges that he or she has read, understood and agrees with the above notices in this Section 7. The Student has received no representations or warranties, either expressed or implied, as to the overall safety of the Student's Rooms and Facility and/or any security system at the Facility. Signet has not in any way stated or implied to the Student that the security of person or property is provided, promised or guaranteed or that the Facility was, is or will be free from crime.

8. Disclaimer of Warranties. **SIGNET MAKES NO EXPRESS WARRANTIES AND DISCLAIMS ANY AND ALL IMPLIED WARRANTIES (OTHER THAN THE WARRANTY OF HABITABILITY) WITH REGARD TO THE STUDENT'S ROOMS, COMMON AREAS AND THE FIXTURES, APPLIANCES AND FURNITURE LOCATED THEREIN.**

9. Limitation of Liability.

- a. Utilities. Signet is not liable for any interruption, surge or failure of utility services or any damages or losses directly or indirectly caused by the interruption, surge or failure.
- b. Internet. The University provides Students with access to its DHNet Internet Services at the Facility. Signet has no duty to the Student to edit, censor, review or take any responsibility for any information Students or guests may create, place on the internet, or view. Student's use of the internet is at his or her sole risk and Signet is not responsible for Students' equipment, programs or software.
- c. Injury or Loss. Signet is not liable to the Student or his or her guests for any damage or injury to the Student, his or her guests, or any personal property for any cause whatsoever except for the gross negligence or intentional misconduct of Signet. Signet is not liable to any person entering the Student's Rooms or the Facility for injury to person or property for any cause whatsoever except for the gross negligence or intentional misconduct of Signet. These limitations include, but are not limited to, damage to vehicles and personal property arising from theft, vandalism, criminal acts of third parties, acts of terror, or casualty. A casualty includes, but is not limited to, fire, smoke, rain, flood, water damage, storm, hail, ice, snow, lighting, wind, explosion, power surges or interruptions.

10. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

11. Mold. Mold is part of the natural environment that, when accumulated in sufficient quantities, may present health risks to susceptible persons. For more information, contact the University's housing staff.

12. Disposition of Property. By signing this Addendum, the Student agrees that upon surrender, abandonment, or recovery of possession of the Student's Rooms due to the death of the last remaining tenant, as provided by Chapter 83, Florida Statutes, Signet shall not be liable or responsible for storage or disposition of the Student's belongings.

13. Firearms Prohibited. Signet prohibits Students from bringing to or keeping within the Facility any firearm, antique firearm, concealed weapon, or destructive device, all as defined in section 790.001, Florida Statutes (2013).

14. Miscellaneous.

- a. The Housing Contract and this Addendum are governed by and construed according to the laws of the State of Florida, without regards to its conflict of laws principles.
- b. It is understood and agreed that the Housing Contract and this Addendum contain the entire agreement between the Student and Signet, and that there are no representations, agreements, or promises, oral or written, not contained in writing in the Housing Contract or this Addendum.
- c. The Student's execution of this Addendum confirms that no oral promises, representations or agreements have been made by Signet, any of its personnel, or the University.
- d. Signet staff, personnel and employees do not have authority to waive, amend or terminate the Housing Contract or this Addendum or any part of them and no authority to make promises, representations or agreements which impose duties of security or other obligations on Signet unless done in writing and signed by Signet. The University, its staff, personnel and employees do not have authority to make promises, representations or agreements which impose duties of security or other obligations on Signet.
- e. Any waiver of a term or condition of the Housing Contract or this Addendum by Signet shall not be construed as a waiver of a subsequent breach of the same term or condition. No waiver of any terms, provisions, covenants, rules and regulations shall be valid unless in writing signed by Signet.
- f. Time is of the essence of the Housing Contract and this Addendum and each and every covenant, term, condition and provision hereof.
- g. The Housing Contract and this Addendum shall bind the parties and inure to the benefit of Signet and its respective successors and assigns. The Student shall not have the right to assign his or her rights therein.

IN WITNESS WHEREOF, the Student has duly executed this Addendum on _____ (insert date).

STUDENT:

X _____

Printed Name: _____

UF ID # _____