

GRADUATE AND FAMILY HOUSING AGREEMENT TERMS AND CONDITIONS

The following Terms and Conditions of Occupancy (hereinafter called Terms) are part of the Rental Agreement signed by the Occupant, defined as the full-time degree-seeking student. This Rental Agreement supersedes all previous agreements between the University and Occupant.

PART I - GENERAL

Provisions

Occupant(s) agree to these provisions

1. To qualify as a degree-seeking student as defined by his or her college or school and be enrolled for a minimum of one credit hour
2. To limit occupancy to self, spouse, child or children only (other relatives or housekeeper may not occupy the premises)
3. To update information presented in and with the original application for assignment

Use of Dwelling

1. Occupant and spouse shall use and occupy the dwelling unit for which they have signed a rental agreement exclusively as a residence for themselves and immediate family and for no other purpose, except as may be permitted by the University. Occupant admitted as part of a family unit shall preserve the family relationship intact during the period of occupancy. In the case of the spouse who is not the student and/or child or children, periods of absence shall be limited to one calendar month, exclusive of regularly scheduled vacations in the academic calendar, or emergency absence with the prior approval of the University. Occupant and spouse shall comply with all laws and ordinances affecting the use or occupancy of the premises and with all rules or regulations now or hereafter prescribed by the University for the safety, comfort, and welfare of the occupants of the apartment housing. On payment of all charges and observance of all Terms, Occupant and spouse/partner shall hold and enjoy the use and occupancy of their dwelling unit, free from disturbance by any act of the University, its successors or assigns, provided that any failure to furnish utility service shall not be construed as a violation of this condition.
2. Occupancy Period: Use of the apartment unit shall be for one year beginning the date that rent begins. These Terms and Conditions of this Rental Agreement are automatically renewed for successive years until terminated as provided in paragraph six (6) Termination of Occupancy. Occupant may petition to retain his/her assigned apartment for one term during each Academic Year in which he/she is not enrolled (one or both summer sessions are considered as one term)
3. Conditions, terms, and rates as set forth in this agreement and in the Rental Agreement may be altered by the University on thirty (30) days advance notice on the Department of Housing and Residence Life website.

Terms of Payment

1. Rent or other occupancy charges as specified in the Rental Agreement or altered by the University after thirty (30) days' notice, plus any surcharges, are payable in advance without demand or billing at the Office of University Financial Services on or before the first day of each calendar month of occupancy. If for some reason University Financial Services fails to bill the Occupant for recurring monthly charges, the Occupant

remains responsible for payment of these charges. Charges for a partial period of occupancy shall be computed on basis of a daily rate that is determined by dividing the monthly rate by the number of days in a month for each day in such period.

2. Initial and recurring payments. Occupant shall pay the rental and other occupancy charges from the day of occupancy until the end of the month, at the time of signing the Rental Agreement. If the Agreement is signed after the fifth (5th) day of the month, then the following month's rental charges must also be paid. Subsequent rental payments must be paid in advance for each full month thereafter.
3. Late payment charge. There will be a seventy-five dollar (\$75) charge assessed each month that the rental charges for that month are not paid before the tenth (10th) of the month.
4. Taxes: Effective July 1, 1995, Occupants who are non-enrolled University of Florida students and continue to reside in University Housing will be assessed a transient sales tax, to the extent required by state law or regulation. The Department of Housing and Residence Life determines length of stay of a non-enrolled student, post-doctorate, medical or dental resident.

Refunds

1. Unearned Rent: If occupancy is terminated at any time other than the last day of the period for which charges have been fully paid, any unearned rent, less any amount due to the University shall be refunded to the Occupant. To qualify for this refund the Occupant shall have complied with 6. b (1) of this Agreement and have the apartment unit accepted as in satisfactory condition by the University. Each month shall be considered as having thirty (30) days for the purpose of rent refund computation.

Utilities

1. Electricity: All apartments are individually metered. A per kilowatt-hour charge will be made for all kilowatts used. A minimum of \$1.00 per month is charged. Electricity consumed in a given month is billed thirty (30) days after the end of that month and is due the date indicated on the bill. (At checkout, a tenant will generally still owe for up to two months usage not yet billed). The following appliances are not allowable: hot plates of any type, Halogen lamps, electric heaters, space heaters or radiant heaters of any kind. Use of "NOT ALLOWABLE" items is grounds for termination of occupancy.
2. Water: Water for normal use is included within the rent scale in all villages.
3. Sewage Sanitation: A utility service is furnished by the University in all villages and included in the rent scale.
4. Rubbish and garbage removal: A utility service is included in the rent scale.
5. Local phone service: Local phone service is provided and is included within the rent scale for all Villages.
6. Ceiling fans: Installed in accordance with Department of Housing and Residence Life guidelines.

Termination of Occupancy

1. By the University: (1) Except as indicated in (3) below, occupancy and use of the dwelling unit may be terminated at any time by the University by giving not less than thirty (30) days advance notice in writing, delivered or mailed to the occupant at his/her premises or firmly affixed to the door of his/her assigned apartment unit. (2) The University reserves the right to transfer Occupant within or to other apartment housing villages, if necessary, for maximum utilization of units as determined by the University. (3) Without limitation to the following, termination may be invoked if,
 - a.) Occupant defaults in the payments of rent and other charges when due;
 - b.) Any violation of the Terms;

c.) Occupant misrepresents any material fact, which he/she has included or caused to be included on the Application for Campus Housing or on the Rental Agreement;

d.) Occupant is not registered in the University for the current academic term, fails to carry a degree-seeking minimum academic schedule as defined by Department of Housing and Residence Life, or fails to remain a degree-seeking student. Exceptions to these may be requested by filing a written petition.

(4) In the event that the University determines to discontinue occupancy in all or any part of the apartment housing, the University reserves the right to require Occupant to move from his/her dwelling unit, and these Terms shall be terminated in accordance with the provisions hereof provided, that if other accommodations suitable to Occupant are available in other parts of the apartment housing which are to continue in occupancy under the control of the University, the University may offer him/her an opportunity to occupy such accommodations and the established charges thereof. (5) If the University terminates occupancy and all rights of the Occupant according to 6. A (3) above, it shall have the right without further demand or notice or the institution of any legal proceedings whatsoever, to re-enter and take possession of the premises.

This agreement may be canceled by the Department of Housing and Residence Life or apartment assignments may be changed in the interest of order, discipline, health, safety and security.

2. By the Occupant: (1) For release, the Occupant must file a Notice of Intent to Vacate with the Department of Housing and Residence Life at least sixty (60) days prior to the requested release date. The Occupant remains responsible for rent and other charges, in accordance with Item 3A, through the granted release date. In the event that a Notice is filed less than sixty (60) days prior to the requested date, the Occupant will remain responsible for rent at least sixty (60) days from the date the Notice was filed or until the apartment is re-rented by the Department of Housing and Residence Life. (2) Immediately when any termination becomes effective, the Occupant shall quietly and peaceably remove himself/herself and his/her property from the premise, and surrender possession thereof to the University. Upon termination of occupancy, Occupant shall quit and surrender the premises, equipment, and furnishings herein in good order and repair, reasonable wear and tear excepted. Occupant shall submit apartment unit for inspection and acceptance by the appropriate Residence Life and Education staff member or his/her representative prior to termination of occupancy. The University shall have the right, without further notice, to sell or otherwise dispose of any personal property abandoned on the premises or in the apartment housing by the Occupant after he/she vacates the premises. (3) Improper checkout: Occupants that fail to vacate their apartment on the date indicated on their Notice of Intent to Vacate will be billed two hundred (\$200) dollars plus a pro-rated portion of their rent until the Department of Housing and Residence Life is able to rent the apartment. Occupant's rent responsibility will be for sixty (60) days from the date that Occupant failed to vacate or until the Department of Housing and Residence Life is able to re-rent the apartment, whichever occurs first. (4) Transfer charges: Occupants that request and have been granted an apartment transfer within Village Housing will be assessed a seventy-five (\$75.00) dollar transfer charge.

Occupant Responsibilities

Occupant shall assist and cooperate with the University in the care and maintenance of the premises, including grounds, and shall report promptly to the management office any breakage, damage, or need for repair of the dwelling unit, facilities, or equipment therein. Occupant SHALL NOT ADJUST OR TAMPER WITH ANY MECHANICAL, GAS-FIRED EQUIPMENT, OR ELECTRICAL EQUIPMENT.

Occupant shall make no alterations, changes, repairs, remodeling, or painting of the premises or equipment therein without prior consent of the University. Occupant shall use no screws or nails on the premises, picture hangers or hooks are limited to 1-1/2 inches in length. Occupant shall not use padlocks or change locks already in use.

Occupant shall permit the duly authorized agent, employee, or representative of the University to enter without notice any part of the dwelling unit during reasonable hours for the purpose of making evaluations, improvements, or repairs to any part of such dwelling unit. D. Occupant shall not transfer possession, lease, or sublet the premises nor give accommodations to roomers, boarders, lodgers or family members.

Occupant shall deposit garbage, rubbish, and other waste in the appropriate dumpsters and recycling receptacles provided in the village for these purposes and shall help to keep the area around these rubbish containers clean and in sanitary condition. Failure to comply may result in a two hundred (\$200) dollar abandoned property charge.

Occupant shall be responsible for the care and preservation of all University-owned movable equipment, furniture and furnishings provided in the dwelling. He/she shall sign for same in the manner prescribed by the University.

The Occupant agrees to comply with all regulations concerning student conduct.

The University is not liable for the loss or damage of the Occupant's personal property or for the failure or interruption of utilities. Occupant is encouraged to provide his/her own personal property loss insurance.

Information Required by the University

Occupant shall, upon request, submit to the University all information regarding student status. The University may re-certify such information for the purpose of determining the right to continued occupancy.

PART II - COMMUNITY WELFARE

1. Occupant shall not erect television, wireless cable or radio antennae, or satellite dishes of any kind in, on, over or through any common area of the apartment building. Common areas include, but are not limited to, hallways, roofs, patios, walkways, and exterior walls and floors.
2. Occupant shall operate any motorized vehicles in compliance with University Police Department regulations and observe campus-parking regulations. Driving or parking motorized vehicles on village sidewalks, lawns and breezeways is prohibited.
3. Occupant shall not pursue any business on the premises or in apartment units.
4. Occupant shall permit no combustible material to be kept in or around the premises and take every precaution to prevent fires.
5. Occupant is permitted to have guests in his/her apartment unit for a reasonable length of time (defined as no more than TWO (2) WEEKS) with prior written consent of the University Housing Office. Residents are responsible for the behavior of their guests. Any charges resulting in damages caused by guests will be charged to the Occupant.
6. Occupants shall not conduct or permit in his/her apartment loud parties or activities, or in any manner create disturbances, which would cause annoyance or discomfort to other residents. Occupant will not permit premises to be used for any illegal purposes.
7. Occupant shall not use any appliance(s) for heating except those provided by the University without prior written approval by the University.
8. Occupant shall dry clothes only in those areas designated by the University. Drying clothes on personal clotheslines, fences, and breezeways or on adjacent apartment building areas is not permitted.
9. NO ANIMALS are allowed in or around University housing facilities, with the exception of fish,

hamsters, gerbils, lizards (no iguanas) that are maximum length of 6 inches using the Snout to Vent Method, salamanders (certified non-poisonous), frogs (certified non-poisonous), geckos, and chinchillas. No other type of animal (regardless of similarity to those listed above) is permitted. No resident is permitted to have more than two approved pets. Abuse of animals is prohibited. Feeding of stray animals is prohibited.

10. Occupant shall not keep or use any firearms within or adjacent to the apartment or on University property.
11. Occupant shall display no signs, placards, or banners of any type in or about the premises. 12. Soliciting, peddling, and canvassing are prohibited in Village Housing. Occupant is requested to report solicitors, peddlers and canvassers to Village staff or University Police.
12. Occupant shall store any household or personal property in a manner prescribed by the university. Storage on breezeways is prohibited.
13. Occupant shall maintain premises, including yards, in a neat and orderly condition. No toys, loose paper, cans, bottles, etc. shall be permitted to accumulate around the dwelling unit. Vegetable gardening around the Village is prohibited.
14. Occupant shall secure prior written approval by the university before doing any construction in or around his/her assigned apartment building.
15. Occupant shall decal and park any car, trailer and/or boat only in areas designated by Transportation and Parking Services.
16. Occupant will report immediately to the University any infections or contagious disease occurring within the apartment villages.
17. These items are not permitted in any upstairs apartments: pianos, waterbeds, clothes dryers, washing machines, freezers, dishwashers, and fish tanks above fifteen (15) gallons. Full size washing machines and clothes dryers are prohibited in all apartments.
18. Occupant shall not shake, clean, or hang any bedclothes, rugs, mops, dust cloths etc. from windows on fences or on roofs, and shall not climb on roofs or enter attics.
19. Occupant's apartment shall be treated for pest control by trained Department of Housing and Residence Life personnel.
20. Occupant shall not perform vehicle maintenance or repairs on University premises.
21. Occupant will abide by Florida law prohibiting smoking inside state buildings and facilities, which includes apartments, commons rooms, offices, and laundry rooms.

PART II - COMMUNITY WELFARE

Occupant will comply within all rules associated with swimming pools in Village Housing. Neither the University, Housing and Residence Life staff, agents, nor employees of the foregoing shall be held to have made any representations or promises with respect to any part of the premises or dwelling units contrary to the Terms set forth herein. The failure of the University to insist, in any one or more instances upon the strict observance of any of the Terms shall not be considered as a waiver or relinquishment of such Terms in any other instances: but the same shall continue in full force and effect. The rights and remedies given to the University under these Terms are distinct and separate remedies and no one of them, whether exercised or not, shall be deemed to be in exclusion of any of

the others. The University reserves the right to make such other rules as may be deemed appropriate or necessary for the safety, care and cleanliness of premises, and for securing the comfort and convenience of all Village residents.