

UF GRADUATE AND FAMILY HOUSING AGREEMENT

TERMS AND CONDITIONS



THIS GRADUATE AND FAMILY HOUSING AGREEMENT (“Agreement”) is entered into as of _____ (“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”).

RECITALS

- A. University owns and/or operates student graduate and family apartment facilities (“UF Graduate and Family Housing”) on and near its main campus in Gainesville, Florida, in order to provide on-campus housing to enrolled University students during the specified academic year.
- B. Student is an admitted 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 apartment in UF Graduate and Family Housing, and Student understands that University may assign Student’s apartment (the “Unit”) before Student’s execution of this Agreement.
- D. Student must execute this Agreement to secure University housing. This Agreement sets forth the terms and conditions governing Student’s occupancy and use of University housing.

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

1. GENERAL

1.1 Recitals. The recitals set forth 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.

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 assigned to the Student by the Department (the “Unit”), to be determined and assigned within the Department’s sole discretion.

1.4 Conditions of Occupancy. Student must adhere to the following conditions of occupancy to reside in UF Graduate and Family Housing: Student must be (a) a degree-seeking University of Florida student as defined by Student’s college or school and (b) enrolled for a minimum of two credit hours to occupy a Unit in UF Graduate and Family Housing. Students who are full time University employees are prohibited from residing in UF Graduate and Family Housing. Failure to abide by this paragraph shall be a material breach of this Agreement.

1.5 Term & Occupancy. This Agreement is binding upon the parties as of the Effective Date. Student's authorization to occupy and use the assigned Unit is valid only for the _____ ("Term"). Student's occupancy of the Unit shall officially begin when Student signs for and receives the keys to his/her assigned Unit. Student's occupancy of the Unit shall terminate annually on July 1, or earlier if this Agreement is canceled. This Agreement shall not renew.

1.6 Unit Assignment. University, through the Department and in the Department's sole and absolute discretion, shall assign the Unit to Student. Student agrees to accept the assigned Unit and make payment to University for the Unit, regardless of any Student-indicated preferences concerning a specific village, apartment type, cost, or location. University's assignment of the Unit to Student, and Student's continued occupancy of the Unit is contingent upon his/her continued status as a student and timely payment of all charges and fees to University, including those due under this Agreement.

1.7 Department's Assignment Considerations. In accordance with the University's educational philosophy of total integration of all facilities, and in accordance with applicable state and federal laws, and in accordance with its non-discrimination statement contained within University Regulation 1.006, race, creed, color, religion, sex, sexual orientation, gender identity and expression, marital status, national origin, political opinions or affiliations, genetic information or veteran status are not considered criteria in the placement of students in villages or in Unit assignments.

1.8 Student Acknowledgement of Policies. By entering into this Agreement, Student (or legal guardian of a minor student), acknowledges that he/she has read, understands, and agrees to comply with all University and Department regulations, policies, standards, and procedures (collectively, the "Policies"). University reserves the right to amend the Policies, and Student agrees to comply with such Policies as amended. The Policies are viewable by clicking on the links below and are hereby incorporated by reference:

- [Medical and Disability Housing Accommodations](#)
- [Housing Community Standards](#)
- [UFIT Acceptable Use Policy](#)
- [Regulation Number: 1.0102 Policies on Information Technology and Security](#)
- [Regulation Number: 4.040 UF Student Conduct and Honor Code](#)

1.9 Student's violation of any of the Policies shall be a material breach of this Agreement. Department Discretion. University, through the Department and in the Department's sole and absolute discretion, may cancel this Agreement and/or reassign the Unit, if (a) Student breaches this Agreement, (b) Department finds that cancelation or reassignment is in the interest of order, discipline, health, safety, security, maximum utilization of Department facilities and resources, and/or educational delivery, or (c) Student fails to pay housing charges/fees or other University charges in a timely manner.

1.10 Unit Not Transferable. Student's assigned Unit may be occupied and inhabited ONLY by the Student, Student's spouse (or legally recognized civil partner), and Student's child(ren). The Unit is not transferable or assignable without the Department's prior written approval. Student shall not allow Unit, or any space within, to be occupied and inhabited by any other person(s). Any violation of this paragraph or its sub-parts shall constitute a material breach of this Agreement. In addition to any other remedy legally available to University, University may impose monetary charges and/or disciplinary action against a Student in breach of this paragraph.

- 1.10.1** At least fifteen (15) days prior to occupancy, and within fifteen (15) days upon subsequent request by the Department, Student shall provide proof that Student has legal custody of any children residing in the Unit.
- 1.10.2** At least fifteen (15) days prior to occupancy, and within fifteen (15) days upon subsequent request by the Department, Student shall provide proof that Student and any person cohabitating with Student are legally bound to each other in a monogamous relationship recognized under Florida law, such as by marriage or civil union. No more than one such person may cohabitate with Student in the Unit.
- 1.10.3** Student must inform the Department of any proposed change in the number and/or identity of the persons residing in the Unit and obtain the Department's prior written approval of any such change. Failure to abide by this paragraph shall be a material breach of this Agreement.
- 1.11 No Residency Requirement.** Student acknowledges that University does not require any student to reside on-campus.
- 1.12 Enrollment Requirement.** Student must remain enrolled in two credit hours at University during each semester covered by the Term of this Agreement. Should Student fail to meet this enrollment requirement (and Student does not have an approved semester off petition), then University may cancel this Agreement and require Student to vacate the Unit.
- 1.13 Graduation.** Upon graduation from University, Student shall vacate the Unit within thirty (30) days of degree conferral.
- 1.14 Duration of Occupancy Limits.** Student agrees that Student's occupancy in UF Graduate and Family Housing is limited to a cumulative maximum of six calendar years. The University may cancel this Agreement at any time upon learning that Student has resided in Family Housing for a period of six cumulative calendar years or more.
- 1.15 Correspondence.** Correspondence from Housing will be available via the Housing Portal or emailed to students at his/her official University-provided email account. Student acknowledges that any emails sent by the University to the Student's University-provided email account will constitute sufficient notice for all purposes under this Agreement.

2. STUDENT PAYMENT OBLIGATIONS

- 2.1 Housing Rates.** Student acknowledges that different Department facilities have different housing rates. The housing rate Student must pay will depend on the Unit assigned to Student. Housing rates are reviewed and subject to change annually. A housing rate schedule reflecting the current rates associated with the Department's various facilities is available at housing.ufl.edu/gfh/rates, which schedule is incorporated herein by reference. Charges for a partial period of occupancy will be calculated based on a daily rate which shall be determined by dividing the monthly rate by the number of days in that month.
- 2.2 Payment.** Housing fees and other related charges are billed on a monthly basis to students' One.UF account. Payment is due on the first day of the month. If Student does not pay their bill on time, then Student will be assessed a \$75 late fee.
- 2.3 Electricity.** All Units are individually metered. A per kilowatt-hour charge will be made for all kilowatts used. Electricity consumed in each month is billed within 15 days after the end of that month and is due on the first of the following month. (At the conclusion of the Term, a student will generally still owe for up to two months usage not yet billed).

2.4 Unpaid Charges. Any unpaid housing fees or other charges accruing under this Agreement will result in a hold being placed on Student's record and/or academic transcripts.

3. OCCUPANCY MATTER

3.1 Utilities. The University is not liable for interruption or failure of utilities such as heating, air conditioning, water, electricity, Wi-Fi, 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 Student at least thirty (30) days prior written notice of the additional charges.

3.2 University Entry Rights. Authorized University personnel may enter Student's Unit for maintenance/housekeeping purposes and for fire/health/safety inspections without notice to Student and without Student's consent. When authorized University personnel have reasonable belief that a violation of a University Regulation or Policy is in progress, or in the event of an emergency, such personnel may enter Student's Unit without notice to Student and without Student's consent.

3.3 Condition of Unit and Common Area. Student shall keep the Unit and surrounding common area clean and orderly. Charges may be assessed to Student for damage to, unauthorized use of, or alterations to: rooms, furnishings, appliances, equipment, locks, common area, or buildings. Charges may be assessed to Student for special cleaning necessitated by improper care of: rooms, furnishings, appliances, common areas, and/or equipment.

4. AGREEMENT CANCELLATION

4.1 Department Approval Required. This Agreement may not be cancelled without the prior written approval of the University's Director of Housing Operations or their designee. Any 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 (a) expressly authorized by the terms and conditions of this Agreement, (b) made via the Housing Portal, and (c) the result of one or more of the circumstances set forth in this Article 4. The University may, within its sole and absolute discretion, deny all other cancellation requests. Cancellation of the Agreement is subject to the other conditions contained herein, including any housing charges and other applicable fees, and will be permitted in the following circumstances:

4.2.1 By the University: The University may cancel this Agreement, with prior written notice to the Student, if:

4.2.1.1 Student has provided false information on the application or other records with the Department or to another University office.

4.2.1.2 Student, without the written consent of the Department, allows anyone other than those listed on this Agreement to reside in the Unit for a period in excess of fourteen (14) days in a thirty (30) day period.

4.2.1.3 Student is delinquent in housing payments.

4.2.1.4 Student, or any person residing in the Unit (1) violates any of the conditions or responsibilities contained in this Agreement, Housing and Residence Life Community Standards, Student Honor Code and Student Conduct Code, or other applicable University Policies, (2) damages University property, (3) endangers the Unit or its furnishings through fire or other means, (4) threatens the health and safety of another Graduate & Family Housing resident and/or their guest, and/or (5) engages in any

behavior which violates applicable city, state, and/or federal law.

4.2.1.5 The Unit, at the sole and absolute discretion of the University, becomes uninhabitable for any reason.

4.2.2 Notice: Notice may be delivered to the Student by US Mail, via email to the Student's University-provided email account, or firmly affixed to the door of Student's assigned Unit.

4.2.3 By the Student: The Student may request cancellation of this Agreement by submitting a Notice of Intent to Vacate via the Housing Portal at least thirty (30) days prior to the requested cancellation date. If approved by the University, Student shall remain responsible for rent and other charges through the approved cancellation date. If a Notice of Intent to Vacate is filed less than thirty (30) days prior to the requested cancellation date, Student will be charged a late notice fee equal to one month's rent or the remaining rent balance for the Term, whichever is less.

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, or other occupants', personal property kept in Student's assigned Unit 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 may 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 Sharing of Information. Any Student record information that relates to the Student's or other occupants' use of the Unit or this Agreement may be shared with all individuals residing within the Unit, regardless of their affiliation with the University. By entering into this Agreement, Student waives his/her rights under the Family Educational Rights and Privacy Act (FERPA) to the extent that such information falls within the scope of this paragraph.

5.11 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.

5.12 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.

5.13 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.

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

5.15 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.

6. STUDENT ELECTRONIC SIGNATURE

Student Signature: _____

Signed Date: _____