



UWF Housing Contract Terms and Conditions ***Summer 2024***

This Housing Contract (“Contract”) is entered into by and between the Student (“Student”) and the Department of Housing and Residence Life (“HRL”), for and on behalf of the University of West Florida Board of Trustees (“UWF”), for the Student’s use and occupancy of space in on-campus housing (“Housing”). The Student agrees to the following terms and conditions.

I. TERMS & CONDITIONS

1. Non-Discrimination:

- a. In keeping with the policies of UWF, this Contract is accepted and assigned without regard to race, color, religion, national origin, veteran status, gender, gender identity, sex, sexual orientation, and age.
- b. HRL does not discriminate against individuals with a disability or particular medical status. Students with documented disabilities must request reasonable accommodations related to Housing through the Office of Student Accessibility Resources (“SAR”) (see Section I., paragraph 7 (Accommodations)).

2. Eligibility:

- a. Students who are currently enrolled as a degree-seeking student at UWF or have been accepted to attend UWF by the Office of Admissions are eligible to enter into this Contract. Non-degree seeking students may also submit a Contract and will only receive consideration for Housing as space permits.
- b. Students must remain enrolled in UWF courses during each semester covered by the length of this Contract. Should Student fail to meet this enrollment requirement, HRL may cancel this Contract and require the Student to vacate their assigned space within 48 hours of notification to vacate. Students enrolled in at least part-of-term courses each semester are eligible for Housing during the length of that semester.
- c. Students must complete the UWF Mandatory Immunization Health History Form. This form must be submitted to Student Health Services as a prerequisite to living on campus and being issued a key to the Student assigned space.
- d. If Student is suspended from UWF, the Student’s Contract and assignments may be canceled.
- e. Students, regardless of classification, are not required to complete a Contract and live on campus.

3. Term of Contract:

- a. The dates covered by this Contract are for the academic terms or time periods listed at the head of this Contract. The dates for each semester are available online on the [UWF academic calendar](#). The term of this Contract may be adjusted with notice to the Student to align with the academic calendar.

- b. Occupancy during Winter Break incurs an additional charge and requires the Student to be enrolled for the following Spring semester. Students must also not have an outstanding balance with UWF.

4. Reinstatement of Contract:

- a. If the Student withdraws from UWF and then re-enrolls during the same semester in which they withdrew, this Contract will be reinstated and the cancellation fee will be removed. Students will be responsible for all prorated Housing charges during the periods of enrollment.
- b. If the Student withdraws from UWF and then re-enrolls in a subsequent semester, the current Contract will be canceled and a new Contract for the enrolled term must be completed.

5. Availability for Housing:

- a. The acceptance of this Contract by HRL establishes priority for Housing. It does not guarantee a bedspace, assignment to a particular type of accommodation, specific request, or admission to a specific program or college of UWF.
- b. HRL may initiate a standby process if the availability of Housing becomes limited. The Student must notify HRL of their intent to be added to the standby list. Should space become available, a space in Housing will be extended in the order the Student was added to the standby list and based on eligibility of the available space.
- c. In order to assign all submitted Contracts, HRL reserves the right to utilize designated space for overflow or temporary Housing. These spaces could include Resident Assistant rooms.

6. Occupancy Period & Status:

- a. The occupancy period is permitted from the start date until the end date of the term of this Contract.

<u>Contract Term</u>	<u>Occupancy Start Date</u>	<u>Occupancy End Date</u>
Summer Term 1	May 11, 2024	August 10, 2024
Summer Term 2	May 11, 2024	June 27, 2024
Summer Term 3	June 22, 2024	August 10, 2024
Summer Term 4	June 15, 2024	August 10, 2024

- b. Occupancy occurs when a Student is issued the keys to the assigned space or is checked-in via the Student Housing software. If either condition occurs, the assigned space is considered occupied. Occupancy will remain in effect until the term ends or this Contract is canceled (see Section IV (Cancellation Policy)) and the check-out procedure is completed.
- c. The check-out procedure includes:
 - i. Removing all personal belongings and vacating the assigned space;
 - ii. Cleaning all areas of the assigned space; and
 - iii. Returning the keys for the assigned space using the express check out process (located in the building lobby or club house).

- d. Removing personal belongings and vacating the assigned space without completing the proper check-out process does not cancel this Contract and will be considered an improper check-out. Student will be financially responsible for any charges prorated or added related to the check-out process not being completed.

7. Accommodations:

- a. HRL provides reasonable accommodations for Students with a documented qualifying medical, physical, or psychological disability. To be considered for a Housing accommodation due to a disability or disabling condition, Students must make a request through SAR.
- b. Student should complete required SAR and HRL processes and receive SAR approval for a Housing accommodation as soon as possible and no later than the following dates:
 - i. May 1 for the Fall semester
 - ii. November 1 for the Spring semester
 - iii. April 1 for the Summer semester
- c. Once accommodations are approved, they remain on file with HRL for the duration of the Students residence on campus.
- d. Housing accommodations are subject to availability for Students who receive a SAR approval for a Housing accommodation after the submission deadlines.

8. Right of Entry:

- a. HRL personnel may enter a Student's space without the Students permission, but following prior notice to the Student, for fire/health and safety inspections.
- b. Facilities and cleaning staff may enter a Student's space without the Student's permission to make reported and emergency repairs within the space. Submission of a work order by a Student or Housing staff permits facilities and cleaning staff to enter the space without prior Student notification.
- c. HRL personnel may enter the Student's space without prior notification in the event of an emergency or upon reasonable belief that a violation is in progress of any UWF regulation or policy; or any federal, state, or local law, regulation, or ordinance.

9. Room Assignments:

- a. HRL does not guarantee an assignment to a specific community, building, room type, room, room occupancy (shared or private), or roommate. There are limited numbers of each type of floor plan and a Student's top preferences may be already assigned before a Student completes this Contract.
- b. Rooms designed as a double occupancy will be assigned as a double occupancy, unless HRL receives notification of a SAR accommodation for a single room by SAR prior to the accommodation deadlines noted in Section 7 (Accommodations).
- c. HRL reserves the right to assign a new resident to a vacancy that may occur in the Student bed space at any time. Whenever possible, a 24-hour notice will be provided via UWF email to the current Student occupying the bed space. A Student has no right to refuse to accept a new roommate.

10. Room Change/Reassignment/Consolidation:

- a. Processing of room change requests begins 10 business days after the first day of classes each semester and ends at the discretion or availability of space by HRL.
- b. Room change requests must be submitted to HRL via the Room Change Request Form and are only permitted if space is available.

- i. If the request is motivated by personal difference or conflict with a roommate, the Student is responsible to make a good faith effort to resolve the difference.
- ii. If the Student is unable to resolve the conflict on their own, the Student will submit a Room Change Request Form and HRL will refer the Student to meet with the Residence Life Coordinator for their community to assist with conflict resolution or mediation.
- c. Room assignments at any time may be administratively changed, modified, canceled, or terminated by HRL in the interests of order, health, safety, discipline, or disaster upon notice to the Student, as practicable.
- d. HRL reserves the right to consolidate or change the occupancy designation to maximize use of facilities and space.

11. Interim Removal:

- a. A Student may be interimly removed from Housing due to alleged violations of Housing or UWF policies, pending an investigation by the University or law enforcement.
- b. If a Student is interimly removed from Housing, the Student will be required to temporarily remove necessary belongings from their assigned bed space and remain in off-campus housing until the adjudication of the case or the interim removal is lifted.

12. Use of Space:

- a. HRL reserves the right to determine the need for and the use of all bed spaces, lounges, and other common or public areas in and around the residential communities. HRL may limit or restrict the use of the common areas or multipurpose spaces. These spaces may also be converted for alternate use when deemed necessary by HRL.
- b. Solicitation is not permitted in the residential communities.

13. Meal Plan Requirements:

- a. All first-time-in-college ("FTIC") Students living in Housing are required to participate in the mandatory meal plan program their first two semesters on campus (summer residence not included).
- b. FTIC Students may choose one of the listed mandatory meal plans for FTIC Students available online on the [UWF Dining Services website](#).
- c. For the second semester, the Student will be issued the same meal plan they selected for the previous semester unless a change to another level of the mandatory meal plans for FTIC Students is requested in writing to HRL.
- d. The cost of the mandatory meal plan program is not included in the Housing rates. To determine if a Student is an FTIC classification, the Student will need to contact the Office of Admissions.

14. Health & Safety:

- a. The Student acknowledges the inherent risk associated with living in a community environment and the Student's shared obligation to prioritize health and safety for the benefit of the entire community.
- b. The Student acknowledges they have considered their own personal health status and risk factors inherent with community living.

- c. The Student agrees to disclose to UWF Student Health Services immediately upon notification of a transmissible disease test status (i.e., COVID-19, meningitis, tuberculosis, etc.) or report having contact about high-risk exposure and instruction to isolate.
- d. The Student agrees to comply with UWF's instructions regarding isolation. Isolation may require removal from the assigned bed space, building, or campus. Isolation does not constitute cancellation of this Contract and HRL does not provide isolation Housing options.
- e. Students are required to comply with all health and safety laws, orders, ordinances, policies, regulations, and guidance adopted by UWF or HRL as it relates to transmissible diseases. This guidance may evolve as circumstances warrant.
- f. HRL may require the Student to leave Housing in the event the Student's continued presence poses a health or safety risk to the Housing community.
- g. UWF is subject to extreme weather events or other emergencies. UWF retains the right to close Housing due to causes beyond its control, including but not limited to, weather emergencies. In the event a residence hall is evacuated and closed because of extreme weather or other emergency, the Student may need to shelter elsewhere on campus or off campus and may be displaced for an extended period of time. The Student will not be permitted to re-enter Housing until the extreme weather or other emergency has passed and the facilities are deemed safe to open. If a student refuses to leave their room or residence hall when a residence hall is evacuated or closed, that student may be criminally liable for trespass. The re-opening of residence halls may or may not coincide with the re-opening of campus. Additionally, HRL retains the right to use Housing for emergency shelter purposes.

15. Official Communication:

- a. All official communication is sent to the Student's UWF email account.
- b. The Student is responsible for monitoring all communication received from UWF and HRL sent to the Student's UWF email account.

16. Limitation of Liability:

- a. HRL is not liable for damage or loss of personal property due to unforeseen maintenance or mechanical problems related to weather, failure, or interruption of utilities such as heating, air conditioning, water, electricity, internet, etc., or unforeseen accidents, illnesses, or injuries.
- b. Students are strongly encouraged to secure their own personal property loss and health insurance.
- c. Student will indemnify and hold Harmless UWF and UWF's officers, employees, and agents from and against any claim, including court costs and attorney's fees, that arise out of this Contract and are attributable to the acts or omissions of Student or Student's guests or invitees.

17. Departmental Reservation:

- a. HRL reserves the right to create or modify operational procedures. HRL agrees to make reasonable efforts to inform Students of any operational changes or pertinent policy information.
- b. HRL may cancel this Contract in the interest of order, discipline, health, safety, or educational delivery.

II. CONDITIONS AND RESPONSIBILITIES OF RESIDENTS

1. Occupancy Requirements:

- a. Students are responsible for knowing and following UWF regulations, policies, and procedures outlined in publications including, but not limited to, the Student Code of Conduct and Housing Handbook.
- b. A space is only to be occupied by the Student(s) to whom the space is assigned and the space may not be sublet to another person or occupied by another person.
- c. Residential communities and bed spaces are not permitted or intended to be used for any commercial activity.
- d. A Student shall not be permitted to transfer or move to another space, even within a suite or apartment, without approval and direction from HRL. Making this switch without going through the proper room change process can impact the room rate or billing process, and may lead to disciplinary action.
- e. Students are not permitted to “switch keys” with another Student in an effort to bypass the outlined room change process.
- f. Students are not permitted to give their key for use to another person. Access to an assigned space will only be granted by Housing staff to the student currently assigned to that space.

2. Resident Rights:

- a. In support of the mission of HRL, the intended use of Housing is for the Students to sleep, study, and foster their academic success. Students may not cause interference or supersede another Student's rights, comfort, and safety while they are in their assigned space.
- b. Disregard for the rights, responsibility, and duties of others, as well as the creation of circumstances which could jeopardize life, limb, or property, are conditions that are not acceptable in Housing and may be cause for administrative termination of this Contract.

3. Condition of Space:

- a. Students are responsible for maintaining the assigned space and furnishings in a clean and sanitary manner and free from damages.
- b. HRL performs routine, periodic, and preventative maintenance and custodial services within residential communities. HRL provides no custodial services in Student rooms, suites, or apartments.
- c. Health and safety inspections are conducted each semester and conduct and financial charges may be assessed to Students for damage to, unauthorized use of, or alterations to, bed space, suite, or apartment, furnishings, appliances, equipment, or locks, and for special cleaning necessitated by improper care of assigned bed space, suite, or apartment.
- d. All Housing facilities are located on the main campus of UWF in Pensacola, Florida, which has a climate conducive to the growth of mold and mildew. Because of these environmental factors, Students must set their thermostats on lower settings (between 72-78 degrees) during the summer and notify HRL if they observe mold or mildew.

4. Damages & Cleaning:

- a. Students are responsible for any damage to an assigned bed space, suite, or apartment, furnishings, appliances, equipment, or locks that occur during the

Students occupancy of the assigned space. Students may add unreported damages in the Housing portal no later than 10 days after moving into the assigned space.

- b. Damages will be noted in the Housing portal at the time the Student vacates and the Student will be billed by HRL for the damage. If the damage is located in a common area within the space, the total amount of the damage charge will be split between all Students assigned to the space unless UWF is provided with clear and convincing evidence that one or more of the Students assigned to the common area was not responsible for the damage. When UWF is presented with such clear and convincing evidence, any Student so shown not to be responsible will not be charged for the damage.
- c. A charge for excessive cleaning may be applied or split between all assigned residents of the space if additional cleaning above standard cleaning is required by HRL.
- d. Belongings or personal items left behind by a Student after vacating the assigned bed space, suite, or apartment will be considered abandoned property. Students will be charged for items to be removed, boxed, and stored from the vacated space. Items will only be stored for 30 calendar days and will be donated or discarded after 30 days.

5. Guest Access:

- a. Guest access may be prohibited or restricted within a bed space, suite, or apartment, building, and campus. A Student is prohibited from inviting or hosting any person in their bed space, suite, apartment, or building who has been banned from the UWF campus..
- b. Guests must be escorted at all times by the hosting Student, and Students are not permitted to give their room key(s) or Nautilus ID card to a guest for access to the residential community. Guests may not be present in any residence hall room, suite, apartment, or building without the hosting Student being present.
- c. Students are responsible for the actions of and any damage caused by their guests and may be held responsible for their guests' violation(s) of Housing policies, the Student Code of Conduct, or federal, state, and local laws.
- d. A guest may not reside in Housing for more than three consecutive days within a 30-day period or nine days total per semester, whichever total is less. This also applies to residents who are assigned to another space in Housing.

6. Prohibited Items:

- a. Students may not possess within Housing any items listed in the Housing Handbook as prohibited items.
- b. Possession of some pets within Housing is permissible. A list of permissible pets are listed in the Housing Handbook. Possession of animals not permitted in Housing at any time is prohibited unless approved as an accommodation through SAR. Immediate removal of the pet or animal not permitted in Housing will be required of the Student.

III. RATES AND PAYMENTS

1. Rates:

- a. Rates are listed online on the [Housing website](#) and are subject to change following approval by UWF. Rates are based on a per person, per semester charge for the assigned bed space.

- b. This Contract is separate from, and not contingent upon, financial aid or scholarship award notification. Students shall be responsible for the Housing charges associated with their assigned space. Students receiving financial aid will have any outstanding Housing charges deducted from their aid prior to receiving a reimbursement regardless of their payment option.

2. Processing Fee & Prepayment:

- a. Students must pay a non-refundable \$25.00 processing fee for each submitted Contract. A Contract will not be processed as complete until the processing fee has been received.
- b. All first-time submissions of a Contract are also subject to a \$200.00 prepayment, which will be applied to the Housing balance.

3. Payment Schedule & Obligation:

- a. Each semester's balance is due on or before the term tuition and fee deadline published in the academic calendar (<https://uwf.edu/offices/registrar/resources/academic-dates-and-deadlines/>). Failure to pay by the published deadline(s) will result in a \$50.00 Housing late fee charged to the Student's account.
- b. The room rate the Student will be obligated to pay will depend on the bed space assigned to the Student.
- c. Any unpaid balance, cancellation fee, or other charges accrued under this Contract may be applied to the Student's account and may result in a hold being placed on the Student's record and academic transcripts.
- d. All Housing charges will appear on the Student's account and will not be billed separately to the Student.

4. Method of Payment:

- a. Payments made online, via credit card or electronic check for Housing may be completed via the payment portal available online at MyUWF. Online payments made via the CASHNet app will be processed per the Cashier's Office protocols.
- b. Payments made by check, money order, or cashier's check may be mailed to:

UWF Cashier's Office
11000 University Parkway
Building 20E
Pensacola, FL 32514

IV. CANCELLATION POLICY

1. Request:

- a. Cancellation requests are not automatically approved and will be reviewed by HRL.
- b. HRL must receive any request for cancellation of this Contract in writing via the Housing Cancellation Request Form, which can be found on the HRL website..
 - i. HRL will review the request based on the criteria outlined below (see Section IV., paragraph 2 "Criteria for Cancellation").
 - 1. If criteria for cancellation are met and supported by sufficient documentation, cancellation will be approved.
 - 2. If criteria for cancellation are not met, the request will be denied.

- ii. If the request does not meet criteria for cancellation and is subsequently denied, Students can submit the cancellation request in writing to the Housing Appeals Committee.
 - 1. Cancellation requests reviewed by the Housing Appeals Committee are not to be given or heard verbally.
 - 2. Additional documentation supporting a change in circumstances may be required if the cancellation request is reviewed by the Housing Appeals Committee.
 - 3. The decision of the Housing Appeals Committee is final unless new circumstances and third-party documentation are presented. A resubmission of the request can be submitted for additional review by the Housing Appeals Committee.

2. Criteria for Cancellation:

- a. Permitted Contract cancellation with prorated daily rate for occupied space (as applicable) and cancellation fee:
 - i. Non-enrollment (including online classes);
 - ii. Withdrawal from UWF;
 - iii. Marriage;
 - iv. Internship or Co-op located more than 10 miles from UWF’s main campus; or
 - v. Cancellation by HRL.
- b. Permitted Contract cancellation with prorated daily rate for occupied space (as applicable) and no cancellation fee:
 - i. Active military duty/training;
 - ii. Medical withdrawal from classes;
 - iii. Conduct removal/suspension; or,
 - iv. Extenuating, unforeseen circumstances supported by sufficient documentation.
- c. Permitted Contract cancellation at end of current term and no cancellation fee:
 - i. Confirmed graduation for current semester;
 - ii. One-term international Students;
 - iii. Student in study abroad or exchange program; or
 - iv. Academic suspension.

3. Cancellation Fee Information by Contract Term:

- a. Cancellation requests received and approved for the Summer Contract Term:

<u>Timeframe/Dates</u>	<u>Cancellation Fee</u>	<u>Processing Fee</u>	<u>Prepayment</u>
Prior to April 1	No Cancellation Fee	Forfeit (\$25.00)	Refunded (\$200) if paid
April 1 to April 30	Charged (\$200)	Forfeit (\$25.00)	Applied to Cancellation Fee
May 1 to Summer Move-In Date	Charged (\$400)	Forfeit (\$25.00)	Applied to Cancellation Fee
After Summer Move-In Date	Charged (\$600)	Forfeit (\$25.00)	Applied to Prorated Rent

V. GENERAL PROVISIONS

1. Entire Contract:

- a. This Contract is the complete, entire, final, and exclusive statement of the terms and conditions of the Contract between the parties as of the Student’s execution of this

Contract. This Contract may not be amended or modified, except by written notice from HRL.

- b. This Contract supersedes, and the terms of it govern, any prior agreements, whether written or oral, between the parties with respect to the subject matter hereof.

2. UWF Interpretation Controls:

UWF shall make the final interpretation of, or determination under, all provisions of this Contract, as well as any related UWF policies.

3. Headings:

Section headings used in this Contract are for convenience only and are not to be construed as part of the Contract.

4. Public Records:

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

5. Breach of Contract:

Violation of any term, covenant or condition of this Contract shall be considered a breach of this Contract. In the event of such a breach, the Student shall be notified in writing by HRL. Remedies for breach include, but are not limited to: denial of Housing services, disciplinary action, reassignment to another space, the imposition of reasonable restrictions on Student that would ensure Student is qualified for communal living, or termination of this Contract. The decision of HRL will be final.

6. Governing Law; Venue:

- a. This Contract and all transactions governed by it 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.
- b. In the event of any legal or equitable action arising under this Contract, the parties agree that the jurisdiction and venue of such action shall lie exclusively within the courts of the State of Florida located in Escambia County, Florida, and the parties specifically waive any other jurisdiction and venue.

7. Force Majeure:

- a. In the event UWF or HRL closes the Student's residential community due to causes beyond UWF's reasonable control, including but not limited to epidemics, pandemics, war, embargoes, fire, earthquakes, acts of God, actions or inactions of governmental or UWF authorities, forced closure of facilities, hurricanes, and other serious weather events, such action shall not be considered a default, delay, or failure to perform by UWF and HRL.
- b. The Student shall not be entitled to cancellation of this Contract, release, or any refund of any Housing fees or payment or any other damages related to this Contract.

8. 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 UWF or the State of Florida or their agents and agencies to be sued; or (c) a

waiver of either UWF's or the State of Florida's sovereign immunity beyond the limited waiver provided in Section 768.28, Florida Statutes.

9. Assignment

This Student may not assign this Contract to another party without the express written consent of UWF, which consent may be withheld in UWF's sole and absolute discretion.

10. Severability:

Whenever possible, each part of this Contract 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 it 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 Contract.

11. 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.

12. Electronic Signature; Counterparts:

This Contract 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.

By submitting and electronically signing this Contract, the Student and parent/legal guardian (if Student is under 18 years of age) are hereby contractually obligated for a space in Housing for the semester terms stated in this Contract. It is the responsibility of the Student to review their Housing needs and financial resources before signing this Contract.

The Student understands this is a legal and binding document. The Student certifies they have read, understand, and agree to abide by the terms and conditions set forth in this Contract.

VI. DEPARTMENTAL CONTACT INFORMATION

Housing and Residence Life

Mail to: 11000 University Parkway
Building 19
Pensacola, FL 32514

Website: www.uwf.edu/Housing
E-mail: housing@uwf.edu
Phone: (850) 474-2463