

# University of West Florida Housing Contract 2009-2010

The purpose of this document is to establish a Contract between the Student (Student) and the University of West Florida, acting for and on behalf of the University of West Florida Board of Trustees, (UWF), with regard to living in University Housing.

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## I. CONTRACT TERMS

A. Under this Contract, the Student is entitled to an assigned space and the use of common areas of the residence halls and/or University Village Student Apartments.

B. University Housing is available to the Student who is currently admitted as a degree-seeking, full or part-time, undergraduate or graduate UWF Student. The Student must remain enrolled at UWF throughout the term of this Contract to remain in University Housing. Applicants, who are enrolled as non-degree (full or part-time) participants, will receive consideration for assignment, on a space available basis, but not until after August 1, 2009.

C. This Contract (all four pages) must be returned with advance payment and with appropriate signature(s) to the University Cashier's Office and is effective upon the University's acceptance of the Contract.

D. **The duration of the Contract is for the full academic year (Fall and Spring semesters).** If the Student withdraws from the University and then re-enrolls during the Contract term, the Contract obligation will be reinstated. The Student must vacate within 24 hours of withdrawal from UWF, approved cancellation or termination of the Contract.

E. The University's acceptance of this Contract establishes priority for an on-campus room assignment. It does NOT guarantee assignment to a particular type of accommodation, specific request or admission to the University.

F. The room rent covers occupancy from the official date and time University Housing is designated "open" and ends on the last day when University Housing is designated "closed." Specific "opening" and "closing" dates for each semester are determined and published by the Department of Housing and Residence Life staff. University Housing may be designated "closed" during weather emergencies, certain holidays or semester break terms. During semester breaks and between Contract terms, University Housing is available for additional fees and rents.

G. The Student agrees to pay all University Housing assigned fees. If the Student defaults in the rental fee payment or other University Housing charges, the Department of Housing and Residence Life staff shall terminate this Contract. The Student will remain liable for charges and all costs incurred in collections.

H. No Show Policy. The Student who is a "No Show" (does not check in and is not enrolled at UWF by the first day of classes) for the Fall or Spring semester will incur a \$300 cancellation fee and forfeit their assigned space.

I. Release of student information for the purpose of responding to inquiries concerning the student's Housing account and discipline will only be released if the student has completed a **Student Authorization, Release of Student Information Form**. The form can be accessed on-line using the UWF Registrar's website at <http://uwf.edu/registrar/release.pdf>. A copy of the form should be submitted with the Housing Contract.

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## II. CONDITIONS AND RESPONSIBILITIES OF RESIDENTS

A. A space is only to be occupied by the Student to whom the space is assigned and the space may not be sublet to another person. A guest may not be accommodated in University Housing for more than nine days total per semester, and may not be accommodated for more than three days during any thirty day period.

B. Students may request, in writing, a room transfer. Processing of the room transfer requests begins ten (10) business days after the official opening date of University Housing each semester and ends twenty (20) business days after the official opening date.

C. All first-time-in college Students living in University Housing are required to participate in the University Dining Meal Plan Program at a ten (10) meal plan level or greater per semester for two (2) consecutive semesters (not including summer semesters). **The cost of the Meal Plan Program is not included in the University Housing rental rate.** The Meal Plan Program rates are available from University Dining Services. Meal plans are available for all students. More information is available at the web page [www.dineoncampus.com/uwf](http://www.dineoncampus.com/uwf).

D. Students are responsible for care of rooms and furnishings. University Housing provides no custodial service in Student rooms. Charges may be made for damages to, unauthorized use of, or alterations to rooms, furnishings or buildings and for special cleaning necessitated by improper care of rooms or furnishings. Students are jointly responsible with all other common area users for damages to common areas and furnishings. Common areas are defined as those areas available for use by all students living in an apartment, on a wing, a floor or within a hall.

E. Students are responsible for knowing and observing University regulations and policies as set forth in official University publications including, but not limited to, the UWF Housing and Residence Life Guidebook (which is incorporated herein by reference), and the UWF

Student Handbook. The University reserves the right to make other regulations and policies as in its judgment may be necessary and the Student agrees to abide by all additional regulations and policies that are adopted. Violations of University regulations and policies may result in sanctions up to and including removal from University Housing and the University. A Student removed from University Housing for behavioral or judicial reasons will be held to the full financial terms of this Contract.

F. University Housing is not liable for damage or loss of personal property due to unforeseen maintenance/mechanical problems related to acts of weather, failure or interruption of utilities, or unforeseen accidents/injuries. There shall be no allowance to Students and no liability on the part of the Department of Housing and Residence Life by reason of inconvenience or annoyance arising from the making of any repairs, alterations, additions, or improvements to the premises or any portion of the building in which the Student is located. Students are strongly encouraged to secure their own personal property loss and health insurance.

G. Authorized University personnel including, but not limited to, Department of Housing and Residence Life staff, may enter Student rooms and common areas at reasonable times to perform normal duties, to conduct health and safety inspections, to make necessary repairs, to attend to emergencies, and to assure adherence to University policies and regulations.

H. Room assignments may be changed, canceled or terminated by Department of Housing and Residence Life staff in the interest of order, health, discipline, emergency/disaster, and maximum utilization of University Housing space, after notice to the Student as is practical. Disregard for the rights, responsibilities and duties of others, as well as the creation of circumstances which could jeopardize life, limb or property are conditions which are not acceptable in University Housing and may be cause for termination of the University Housing Contract.

I. All standard double-occupancy spaces must be occupied by two Students. In cases where one Student is occupying a double occupancy space, the Student has three options: 1) Accept an assigned roommate at any time. 2) Move to another double occupancy space with another student. 3) Pay the difference to keep a double occupancy space as a single occupancy space, depending upon availability. University Housing reserves the right to temporarily or permanently "triple" a double space in the event of a housing overflow or wait list. Rental rates would be adjusted in the event a room is designated a triple.

J. The Student may not possess within University Housing: drugs, drug paraphernalia, firearms, any materials that may be hazardous to the health or safety of other occupants of the building, waterbeds, weights, drums, pets, open flame grill or heat elements, deep fryers, motorcycles, refrigerators or other items described in the UWF Housing and Residence Life Guidebook. Bicycles may be stored in Student rooms only if permission is granted by the roommate(s) in advance.

K. In keeping with the policies of the University, all spaces are assigned without regard to race, religion, national origin, sexual orientation and age. Students with documented disabilities must request reasonable accommodations through the Student Disability Resource Center (SDRC). More information can be accessed through [www.uwf.edu/sdrc](http://www.uwf.edu/sdrc).

L. Students shall not operate any business in their room or on the premises.

M. Belongings and/or personal items left behind by a Student after the official closing date will be considered abandoned property. Any item(s) remaining in the Student's space after the Student checks out of the assigned space will be discarded.

N. It is a requirement of Florida law that the Student residing in University Housing provides documentation of vaccinations against Meningitis and Hepatitis B, or signs a waiver indicating the Student made an informed decision not to be vaccinated.

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### III. RATES, PAYMENTS AND REFUND POLICY STATEMENT

A. **RATES/PAYMENTS:** The length of this Contract is for both Fall and Spring semesters of the current academic year, or any portion of the Fall and/or Spring semester remaining at the time this Contract is signed. Payments are made by the semester. Rental rates are published by the UWF Board of Trustees. 1) **All applicants must pay a non-refundable \$25.00 Processing Fee with the submission of this Contract.** 2) New Students must make an advance payment of \$200.00 accompanying this Contract (which is applied to Student's rent). 3) Returning Students must make an advance payment of \$75.00 accompanying this Contract (which is applied to Student's rent). 4) The balance of the first semester rent is due in the University Cashier's Office on or before the published University Fee payment deadline. The Housing Office does not send out bills/invoices. 5) Subsequent semester payments are due in the University Cashier's Office on or before the published University Fee payment deadline. 6) Payments received after the published University Fee payment deadline incur a \$50.00 late fee.

B. **CONTRACT CANCELLATION POLICY:** Cancellation requests must be submitted in writing to the Department of Housing and Residence Life or by online submission to the following link: <http://uwf.edu/housing/onlineforms/cancellationform>. The cancellation deadlines listed in the contract apply regardless of the date on which this contract is received/accepted by the University of West Florida. (Mail to: Housing Office, 11000 University Pkwy, Pensacola, FL 32514).

**1) If the Student's Contract Begins Fall 2009:**

- i) Students who request a Contract cancellation in writing **no later than June 1, 2009**, will be refunded the advance payment.
- ii) Students who request a Contract cancellation in writing **from June 2, 2009, through the day prior to the official opening date of University Housing** will be assessed a \$200.00 Cancellation Fee.
- iii) Students who request a Contract cancellation in writing **from the official opening date of University Housing through the published University Fee payment deadline** will be obligated to pay 50% of the Fall Semester rent plus a \$300.00 Cancellation Fee.

- iv) Contract cancellations requested in writing **after the published University Fee payment deadline for Fall 2009** under the circumstances listed below may be approved. However, such students shall be responsible for the fall semester's prorated rent and a \$300.00 Cancellation Fee.
- i) Students who decide not to enroll in classes for the Fall term.
  - ii) Students who are only enrolled for On-Line Classes Fall term.
  - iii) Students who will not be enrolled for Spring term who cancel by November 17<sup>th</sup> will be charged a \$100 Cancellation fee. After November 17<sup>th</sup> the Cancellation Fee will be \$300. Students who are December Graduates will **NOT** be charged a cancellation fee.
  - iv) Students who withdraw from the University.
  - v) Students who present evidence of marriage.
  - vi) Students who are denied admission or are academically suspended from the University.
  - vii) Students who are enrolled in a co-op or internship experience outside Escambia and Santa Rosa counties or study abroad.
  - viii) Students who are released from the Contract by the University Housing Contract Appeals Committee (the decision of which is final).
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**2) If the Student's Contract Begins Spring 2010:**

- i) Students who request a Contract cancellation in writing no later than **November 17, 2009**, will be refunded the advance payment.
  - ii) Students who request a Contract cancellation in writing **from November 18, 2009, through the day prior to the official Spring Semester opening date of University Housing** will be assessed a \$200.00 Cancellation Fee.
  - iii) Students who request a Contract cancellation in writing **from the official Spring Semester opening date of University Housing through the published University Fee payment deadline** will be obligated to pay 50% of the Spring Semester rent plus a \$300.00 Cancellation Fee.
  - iv) Contract cancellations requested in writing **after the published University Fee payment deadline for Spring 2010** under the circumstances listed below may be approved. However, such students shall be responsible for the spring semester's prorated rent and a \$300.00 Cancellation Fee.
- i) Students who decide not to enroll in classes for Spring Term.
  - ii) Students who are only enrolled for On-Line Classes Spring term.
  - iii) Students who withdraw from the University.
  - iv) Students who present evidence of marriage.
  - v) Students who are denied admission or are academically suspended from the University.
  - vi) Students who are enrolled in a co-op or internship experience outside Escambia and Santa Rosa counties or study abroad.
  - vii) Students who are released from the Contract by the University Housing Contract Appeals Committee (the decision of which is final).
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By signing this Contract the Student hereby contracts for a space in University Housing for both the Fall and Spring semesters and agrees to pay rental rates established by the University. It is the Student's responsibility to review housing needs and financial resources before signing this Contract. If the Student abandons the assigned space the Student's obligation to pay rent for the time enrolled during this Contract term continues. In the event the Student defaults on the Student's financial obligation, the Student agrees to pay reasonable attorney fees, legal expenses, and lawful collection costs.

**The Student understands that this is a legal and binding Contract. The Student certifies that he or she has read, understands, and agrees to abide by the terms set forth in this Contract. The cancellation deadlines listed in the contract apply regardless of the date on which this contract is received/accepted by the University of West Florida.**

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Signature of **Student** (Required and must be in dark ink)

Date

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Signature of Parent/Legal Guardian of Student (Must be in dark ink)  
(Required only if Student is not at least 18 Years of Age)

Date

**Remember to make a record copy of this Contract or access a copy of the Contract at [www.uwf.edu/housing](http://www.uwf.edu/housing). Return the signed copy of Contract (all four pages are required) and The Student Authorization, Release of Student Information Form (if applicable,) with a non-refundable \$25.00 Processing Fee (all students) and advance payment of \$200 for New Students and \$75.00 for Returning Students to the: UWF Cashier's Office, 11000 University Parkway, Pensacola, Florida, 32514**

**Direct all questions and inquiries to:**

**UWF Department of Housing and Residence Life  
Building 21, Room 110**

**Web Page:** [www.uwf.edu/housing](http://www.uwf.edu/housing)

**E-Mail:** [housing@uwf.edu](mailto:housing@uwf.edu)

**Phone:** 850-474-2463

**Address:** 11000 University Parkway  
Pensacola, FL 32514

