



The Contract consists of one copy of the Housing Contract Terms and Conditions Summer 2009. When the Student completes the Contract, the Student will **make a copy for personal records and return the original** to the Department of Housing and Residence Life Central Office, University of West Florida, 11000 University Parkway, Pensacola, FL 32514. Required payment details are listed in the Contract. When an appropriate staff member from the Housing and Residence Life Business Services team reviews the necessary Contract materials and initials where necessary, the Contract is considered accepted and an assignment will be made.

1) **ELIGIBILITY FOR RESIDENCE:** A person must be admitted as a degree-seeking undergraduate or graduate student to be eligible for University Housing. The Student must remain enrolled for one summer term of this Contract to be eligible to remain in University Housing.

2) **CONTRACT TERMS AND CONDITIONS:** This Contract is established with one Student for a space in the University Residence Halls and the University Village Student Apartment Community housing system and covers the indicated Summer 2009 term(s), or any portion of the Contract term remaining at the time this Contract is signed. This Housing Contract is subject to early termination. University Housing Central Office is closed for University Holidays and this Contract does not include Break Housing periods between the Spring/Summer and Summer/Fall semesters 2009. The Student will be assessed all fees for the Contract term unless Student has cancelled this Contract pursuant to guidelines noted in this document. This applies even if the Student does not occupy the assigned space. Release from this Contract will be considered **ONLY** under the following conditions: graduation; marriage during the contract term; withdrawal from the University; internship outside the Pensacola area; or dismissal or suspension from the University.

Students must submit a written Request for Cancellation to the Department of Housing and Residence Life Central Office. The submission of a Request for Cancellation does not guarantee Contract Cancellation. A \$300 cancellation fee is assessed and charged to the student's account for all approved contract releases received after cancellation deadlines. Approved refunds are based on a per diem schedule governed by the date of check-out. If a contract release is granted, the student has 48 hours to vacate the premises. The student must follow the proper check-out procedures.

3) **OCCUPANCY PERIOD:** The room rate covers the Student's residency from the official opening of University Housing, through 24 hours after the Student's **last final exam** of the UWF Summer semester(s), or noon on **the final day of the term of which the Student is assigned**, whichever comes first.

Room rates are reduced for the Student who is assigned a space **AFTER** the conclusion of the **SECOND WEEK OF CLASSES**. Rates are adjusted on a prorated basis if the assignment room type changes to indicate a reduced room rate. University Housing considers the Student to be occupying the assigned accommodation when the Student signs for keys. However, prior to the opening of the Summer semester(s), a space is designated and held for the Student even if he/she has not checked in to the space so as to prohibit another Student from being assigned to the space.

4) **BREAK HOUSING PERIOD (BREAK HOUSING):** University Housing is closed between the Spring and Summer semesters, and between the Summer and Fall semesters as indicated on the UWF Calendar. A Student is required to remove his/her belongings from the assigned space during this Break Period unless otherwise notified by a Housing and Residence Life Central Office staff member. Break Housing is available as long as the Student is continuing to reside in University Housing and has submitted a Contract for the Contract year Fall/Spring 2009-2010. Students may make arrangements to stay in his/her assigned space during the break, and a nominal per diem charge will apply. The right to use University Housing during this period is reserved by the University.

5) **PAYMENT OF FEES:** Upon acceptance of this Contract by the Department of Housing and Residence Life the Student becomes financially liable for rental fees for the Summer terms covered in this Contract. Payment is due on the date University fees are due as indicated on the UWF calendar. The Student agrees to accept the assigned space in University Housing and pay the rental fees as provided on this Contract. **The Department of Housing does not send bills or invoices for rental fees.** Students who receive financial aid awards are required to pay all housing costs not covered by their awards. The Student acknowledges there will be an appropriate fee collection timeline and process in place at the beginning of each semester (term of the Summer) of this Contract to ensure required University Housing rental fee payment. Late fees will be assessed for any late payments. All fees and/or charges related to University Housing occupancy are charged to the Student's University account. It is the responsibility of the student to provide verification of Financial Aid if being used to pay for this Contract. If the Student defaults in the payment of rent or other University Housing charges, the Department of Housing and Residence Life will terminate this Contract and reassign the space. The Student will remain financially responsible for the charges and costs incurred in the collection process. It is the responsibility of the Student to routinely check his/her Student account to determine outstanding balances.

6) **CHECK-IN:** The official date of check-in for the Summer will be provided in assignment materials the Student receives from the Central Office and will be posted on the Department of Housing and Residence Life website. Early arrivals cannot be accommodated. The Student will receive documentation upon check-in which must be reviewed by the Student and completed by the Student at the time of check-in.

7) **CHECK-OUT:** As stated in item # 3, the Student is eligible to remain in University Housing until 24 hours after the Student's last final exam at the close of each semester. This will not extend the Student's Contract term beyond that set out in this Contract. The Student is to vacate the space within 48 hours after total withdrawal or dismissal from the University, the Student will be held liable for room charges beyond his/her last date of attendance until proper check-out is completed.

Failure to move out within the prescribed period may result in additional daily charges, eviction, or disciplinary action. In case of eviction, the University will not be held responsible for Student belongings and reserves the right to take possession of and discard such belongings, change all applicable locks, and charge the Student for all necessary expenses. The Student is expected to complete a proper check-out prior to leaving the assigned space.

The Student must schedule the check-out with appropriate staff, and remove all personal belongings, and trash, leaving the room/suite clean. When one occupant in a room/suite moves out while others remain, each Student is equally and jointly responsible for cleaning the common room, bathroom, all appliances, and suite (where applicable). If any common spaces are left in an unacceptable condition, cleaning services will be engaged and all Students will be held liable for cleaning charges.

The Student must also complete and sign the Room Condition Report form (RCR) and return all keys to the Area Office. If the Student departs prior to the end of the Contract term, a Contract Release Request form must be completed. Failure to comply with this process may result in additional charges.

8) USE OF ASSIGNED SPACE: The Student agrees to accept the assigned space, regardless of whether the Student received his/her room preference, and may only cancel the Contract according to those terms outlined in the Contract and in the Request for Cancellation Form. Occupancy of space is permitted only by the Student to whom the space is assigned. Space may not be sublet to any other person(s). The Student may not share assigned space with any other individual(s) not officially assigned by the University. The Student may not refuse or prevent another assigned Student from residing in a shared space (bedroom or suite). If the Student refuses or prevents another occupant from residing in a shared space, judicial action (including eviction), single room rental fees, or both, may be imposed on the Student. Same sex guests may be accommodated in University Housing facilities for no more than 3 consecutive days during each semester and no more than 9 days total during each semester. Hosts must have the prior consent of all roommates and suitemates for the presence of a guest. Hosts and guests are mutually responsible for the conduct of the guest. See the Department of Housing and Residence Life Guidebook for specific visitation and guest policy information. The Director of Housing and Residence Life/designee reserves the right to determine the use of all rooms and common spaces within the Housing system and reserves the right to change or cancel a student's room assignment in the interest of order, health, non-payment, discipline, maximum utilization of residence space or disaster. A Student assigned to a double occupancy room with no roommate may be required to consolidate (move to another room) with another location. Expenses associated with relocation or cancellation will be the responsibility of the Student. The Department of Housing and Residence Life is an equal opportunity institution. Room assignments are made without regard to race, creed, color, or national origin. The Department of Housing reserves the right to reassign a space not occupied by the first day of classes.

9) CHANGES IN ASSIGNMENTS: Room transfers/changes may only be made after receiving written approval from an authorized staff member of the Department of Housing and Residence Life. Failure to follow established room transfer/change procedures will constitute breach of this Contract and may be grounds for cancellation, charges for occupying a second room, judicial action, or any of the foregoing. Room transfer/change requests will be accepted after the Room Freeze or as designated by the Director/designee. The University reserves the right to initiate reassignment or cancel the Contract, with any and all applicable charges, if deemed necessary by the University in the best interest of order, health, discipline, safety, security, enrollment fluctuations, maximum utilization of facilities, unforeseen events, including, but not limited to, facility concerns, disaster, staff changes or Student's failure to make required payments according to Housing payment schedule. The University will not be responsible for Student expenses associated with relocation or cancellation.

10) BEHAVIOR AND CONDUCT: The Student is responsible for knowing and observing University policies, rules, and procedures as set forth in the UWF Student Handbook and the UWF Department of Housing and Residence Life Guidebook. The university will use the previous documents as applicable if the new rules are not yet in document form. The Student is also responsible for observing all applicable federal, state, and local rules and laws. The University reserves the right to make other rules and regulations as in its judgment may be necessary for the safety, care, and cleanliness of the premises and for the preservation of order. The Student agrees to abide by all additional rules and policies that are adopted. Students evicted from University Housing for behavior or discipline/conduct reasons will forfeit any refund and be charged a cancellation fee.

11) CARE OF FACILITIES: The Student is responsible for the care and cleaning of rooms, furnishings, and equipment in the assigned unit. The Student agrees to cooperate with roommate/suitemates in the common protection of property. Students are jointly responsible for the care and proper use of lounges and other common areas. Vandalism or other improper care of rooms or common areas may result in individual or community damage charge billing and/or judicial action, including removal from University Housing without refund. In addition, a Student found tampering with or altering fire protection devices, life safety equipment or other systems will be subject to judicial action. The Student will refrain from modifying the space in any way except as expressly permitted in writing by the University Housing Central Office staff, and promptly pay all assessed charges for damages, special cleaning, or maintenance resulting from misuse or modification of the facility. The Student is jointly liable with roommates and/or suitemates for **assessed charges** in the room, suite, or common area of the residence hall or student apartment, **unless the responsible individual is identified.**

12) REPAIRS AND MAINTENANCE: The University reserves the right to have authorized University staff or designees enter any suite at reasonable times to inspect, maintain, and repair the premises and furnishings. **Students are expected to promptly report damages and the need for repairs** in accordance with established procedures.

13) KEYS AND SECURITY: The Student agrees not to duplicate any assigned keys or to transfer his/her keys to another person; the Student is subject to judicial action if this occurs. If keys are not returned at check-out, or if the keys are lost or stolen, the Student agrees to pay all expenses related to having the locks changed and key(s) replaced. The Student is responsible for securing the assigned unit at all times and taking such precautions as are necessary for personal and property protection.

14) **LIMITATION OF UNIVERSITY LIABILITY:** The University is not liable for damage to or loss of Student's personal property, **unforeseen maintenance/mechanical problems**, failure or interruption of utilities to the unit/university, or unforeseen accidents/injuries. Students are encouraged to review family homeowner's insurance policies and/or to carry personal renter's insurance. The Department of Housing and Residence Life or the University will not reimburse a Student for losses created by, or resulting from, unforeseen events, acts of nature, fire, accidents, injuries, or theft which may occur. Belongings left in the room after the official closing date will be considered discarded property and will be disposed of accordingly. In the event that the Department of Housing terminates the contract and the resident does not vacate the premises, the locks will be changed and the individual's belongings will be removed.

In addition, the Department of Housing and Residence Life reserves the right to terminate or modify the terms of this Contract when the Director of Housing and Residence Life/designee learns the Student has been charged or convicted of a crime or crimes against persons or property involving any conduct that may threaten the safety or security of other Students. Modification of the Contract may include, but is not limited to, moving the Student to another University Housing facility or restricting the Student's access to housing facilities. The Student will be given notice and an opportunity to appeal to the Director/designee the basis for any proposed modification or termination of this Contract.

15) **IMMUNIZATION REQUIREMENT:** It is a requirement of Florida law that the Student residing in on-campus housing provide documentation of vaccinations against meningococcal meningitis and hepatitis B unless the Student has signed a waiver declining each of these vaccinations. The Student must also acknowledge receipt and review of the University-provided information concerning meningococcal meningitis and hepatitis B. If the Student is a minor, the minor's parent or legal guardian must sign the waiver. A copy of the immunization form can be obtained at the Student Health Services Office. By signing below, the Student, or the Student's parent or legal guardian (if Student is a minor), certifies that the Student has complied with this requirement of law. If the Student fails to comply with this requirement, **an assignment will not be made**, and Housing Contract will be terminated by the University of West Florida.

16) **SPECIAL NEEDS:** A limited number of spaces are designed, or can be modified, to accommodate students with physical disabilities. If you wish to have special needs addressed, contact the University's Student Disability Resource Center (SDRC). Students who request a single bedroom for medical reasons must provide appropriate documentation to SDRC. The Student with appropriate approved documentation will be billed an adjusted rate to keep a double room as a single room. As with all students, we recommend a visit to our campus in order to be familiar with University Housing services and facilities. Be sure to contact us if you plan to visit, so we may assist in meeting your special needs.

17) **STUDENT INFORMATION RELEASE:** In accordance with the provisions of the Buckley Amendment and the Family Rights and Privacy Act, the Department of Housing and Residence Life may not release certain information contained in the Student's educational records, including financial information. The following release authorizes the University to discuss or release Student's account information. This release does not conflict with the UWF Parental Notification Policy for Drug and/or Alcohol Violations. The Student authorizes the release of information contained in any Housing/Student account records to those individuals listed below. This release shall be for the purpose of responding to inquiries concerning Student's account and for informing recipient of all Housing charges assessed to the Student's account. Please print names below of individuals authorized to receive this account information. If no names are listed, information will not be shared. This authorization may be rescinded by the Student in writing at any time.

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**Name(s)**

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**Date**

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**Name(s)**

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**Date**