

Housing Contract Terms and Conditions Fall 2020, Spring 2021, Summer 2021

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.

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. 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.

C. 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.

D. This Contract must be submitted with required advance payment and is effective upon the University's acceptance of the Contract.

E. If the Student withdraws from the University and then re-enrolls during the Contract term, the Contract obligation will be reinstated. If the Student is academically suspended from the University, all Housing Contracts and assignments are immediately cancelled. The Student can reapply when reinstated and be assigned to available housing. The Student must vacate within 48 hours of withdrawal, suspension, approved cancellation or termination of the Contract.

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. During official University closures, Housing may also be closed. During semester breaks and between Contract terms, University Housing may be available for additional fees and rents.

G. The Student agrees to pay all University Housing assigned fees by the University fee payment deadline or remain in good standing with regular payments through the UWF payment plan or a \$50 late fee will be assessed. If the Student defaults in the rental fee payment or other University Housing charges by the end of the term, 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 by the first day of classes) and is not enrolled at UWF will incur a \$600 cancellation fee, and forfeit their assigned space. The Student who is a "No Show" (does not check in by the first day of classes) and is enrolled at UWF is still obligated under the Terms and Conditions of the Contract.

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 uwf.edu/offices/registrar/ferpa-and-student-records/ferpa/.

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 consecutive days during any thirty-day period. For further information on this, please refer to the UWF Housing and Residence Life Handbook at uwf.edu/academic-engagement-and-student-affairs/departments/housing-and-residence-life/current-residents/rules-and-resources/

B. Students may request a room change in writing using our online form, which can be found at uwf.edu/academic-engagement-and-student-affairs/departments/housing-and-residence-life/forms/request-a-room-change/. Processing of the room change requests begins ten (10) business days after the official opening date of University Housing each semester and ends at the discretion of University Housing. Room changes are done based on approval by staff and availability.

C. All first-time-in college (FTIC) Students living in University Housing are required to participate in the mandatory meal plan program at a twelve (12) meal plan level or greater per semester for two (2) consecutive semesters (not including summer semesters). FTIC Students who live off campus during the fall semester and live on campus during the spring semester, will be required to purchase a meal plan for two (2) consecutive semesters. To determine if you are a FTIC Student, please contact the Office of Undergraduate Admissions. **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 uwf.edu/finance-and-administration/departments/business-and-auxiliary-services/dining-services/meal-plans/.

D. Students are responsible for care of rooms and furnishings. University Housing provides no custodial service in Student rooms. Charges may be applied 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, within a hall or building.

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 Handbook](#) (which is incorporated herein by reference) and the UWF Student Code of Conduct, which can be found at uwf.edu/academic-engagement-and-student-affairs/departments/dean-of-students/office-of-student-rights-and-responsibilities/student-code-of-conduct/. The University reserves the right to add other regulations and policies as 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 expulsion from the University. A Student removed from University Housing for violations of University regulations and policies 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 the University for reasons such as health, safety, welfare concerns, overall order, discipline, emergency/disaster, and maximum utilization of University Housing space. The Student will be notified in advance if practical.

I. 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.

J. University Housing reserves the right to consolidate students (assign/move them together) when space is available in a room and 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.

K. The Student may not possess within University Housing any items listed in the [UWF Housing Handbook](#) as prohibited items.

L. In keeping with the policies of the University, all spaces are assigned without regard to race, color, religion, national origin, veteran status, gender, gender identity, sex, sexual orientation and age. The University does not discriminate against individuals with a disability. Students with documented disabilities must request reasonable accommodations related for campus housing through the office of Student Accessibility Resources (SAR). More information about the accommodations process can be found at uwf.edu/academic-engagement-and-student-affairs/departments/student-accessibility-resources/accommodations-services/housing-accommodations/.

M. Students shall not operate any business in their room or on the premises, or using university information technology infrastructure (network and servers).

N. 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.

O. The University of West Florida (UWF), in compliance with Section 1006.69 Florida Statutes, and Florida Board of Governors Regulations 6.001 and 6.007, require the completed UWF Mandatory Immunization Health History Form be submitted to UWF Student Health Services as a prerequisite to matriculation, registration, or living on campus. More information about the UWF Mandatory Immunization Health History Form can be found at uwf.edu/academic-engagement-and-student-affairs/departments/student-health-services/immunizations/create-an-account-with-medproctor/.

All UWF Students must present documented proof of:

1. MMR vaccinations or evidence of immunity to Measles and Rubella via positive laboratory test results, unless the Student met a specific exception and submitted the appropriate documentation.

2. Hepatitis B vaccinations or evidence of immunity via positive laboratory test results, unless the Student made an informed decision not to be vaccinated and submitted the appropriate waiver documentation.

3. Meningitis vaccination, unless the Student made an informed decision not to be vaccinated and submitted the appropriate waiver documentation.

Further information can be found at uwf.edu/academic-engagement-and-student-affairs/departments/student-health-services/immunizations/immunization-faqs/ and SA-12.04-06/16 UWF Immunization Requirements.

III. RATES, PAYMENTS AND REFUND POLICY STATEMENT

A. RATES/PAYMENTS: The length of this Contract is for Fall and Spring semesters, Spring semester only, or Summer Semester of the current academic year, or any portion of the semester remaining at the time this Contract is signed. Payments are made by the semester. The UWF Board of Trustees publishes rental rates.

- 1) All applicants must pay a non-refundable \$25.00 Processing Fee with the submission of this Contract.
- 2) Students must make an advance payment (prepayment) of \$200.00 accompanying this Contract, which is applied to Student's rent.
- 3) Each semester's balance is due on or before the published University Fee payment deadline. The Department of Housing and Residence Life does not send out bills/invoices.
- 4) A \$50.00 late fee will be applied if payment is not received by the published University Fee payment deadline.

B. CONTRACT CANCELLATION POLICY: Cancellation requests must be submitted in writing to the following link: uwf.edu/academic-engagement-and-student-affairs/departments/housing-and-residence-life/forms/request-housing-contract-cancellation/. The cancellation deadlines are listed below and apply regardless of the date on which this contract is received/accepted by the University of West Florida.

Cancellation Information by Contract Term:

- 1) **If the Student's contract begins Fall 2020 then the contract term is through Spring 2021** (if Student is enrolled for Spring 2021):
 - i) Students who are not enrolled or will not be attending classes at UWF and request a Contract cancellation in writing no later than July 31, 2020, will be assessed a \$300 Cancellation Fee.
 - ii) Students who are not enrolled or will not be attending classes at UWF and request a Contract cancellation in writing after August 1, 2020, will be assessed a \$600 Cancellation Fee
 - iii) Contract cancellations requested in writing for Fall 2019/Spring 2020, received after the published University Fee payment deadline for Fall 2019, for the reasons listed below, may be approved. However, such students shall be responsible for prorated rent through the date the key is returned and checkout procedures are completed plus a \$600.00 Cancellation Fee, except as noted in section 1)v) below.
 - iv) Permitted Reasons for Contract Release with prorated rent (as applicable) and cancellation fee:
 - i. Students who are not enrolled in classes or will not be attending classes for the Fall semester.
 - ii. Students who withdraw from the University.
 - iii. Students who present evidence of marriage.
 - iv. Students who are enrolled in a co-op or internship outside Escambia, Santa Rosa, or Okaloosa counties.
 - v. Students who are released from the Contract by the University Housing Appeals Committee.
 - v) Permitted Reasons for Contract Release with prorated rent (as applicable) and no cancellation fee:
 - i. Students who are graduating in the Fall semester (December Graduates).
 - ii. One-term international students.
 - iii. UWF students participating in an exchange program.
 - iv. Students who are denied admission to the University.
 - v. Students called to active duty/training (must provide military orders).
- vi. Students who are academically suspended from the University. vii. Students who medically withdraw from the University.

2) **If the Student's Contract Begins Spring 2021, and the Student does not have a Fall 2020 Contract:**

- i) Students who are not enrolled or will not be attending classes at UWF and request a Spring Contract cancellation in writing no later than November 15, 2020, will be assessed a \$300 Cancellation Fee.
- ii) Students who are not enrolled or will not be attending classes at UWF and request a Spring Contract cancellation in writing no later than December 11, 2020, will be assessed a \$600 Cancellation Fee.
- iii) Contract cancellations requested in writing for Spring 2021, received after the published University Fee payment deadline for Spring 2021, for the reasons listed below, may be approved. However, such students shall be responsible for prorated rent through the date the key is returned and checkout procedures are completed plus a \$600.00 Cancellation Fee, except as noted in section 2)v) below.
- iv) Permitted Reasons for Contract Release with prorated rent (as applicable) and cancellation fee:
 - i. Students who are not enrolled in classes or will not be attending classes for the Spring semester.
 - ii. Students who withdraw from the University.

- iii. Students who present evidence of marriage.
- iv. Students who are enrolled in a co-op or internship outside Escambia, Santa Rosa, or Okaloosa counties.
- v. Students who are released from the Contract by the University Housing Appeals Committee.
- v) Permitted Reasons for Contract Release with prorated rent (as applicable) and no cancellation fee:
 - i. Students called to active duty/training (must provide military orders).
 - ii. Students who are denied admission to the University.
 - iii. Students who are academically suspended from the University.
 - iv. Students who medically withdraw from the University.

3) If the Student’s Contract Begins Summer 2021:

- i) The Contract Cancellation deadline for Summer Part of Terms 1 and 2 is Friday, April 9, 2021. The Contract Cancellation deadline for Summer Part of Terms 3 and 4 is Friday, May 14, 2021. Cancellation requests must be submitted in writing to the UWF Housing and Residence Life Central Office. Cancellation deadlines listed apply regardless of the date on which this contract is received/accepted by the University of West Florida. A Request for Cancellation received after these respective deadlines, (should the request be approved) are assessed a \$600 Cancellation Fee.
- ii) Permitted Reasons for Contract Release with prorated rent (as applicable) and cancellation fee:
 - i. Students who are not enrolled in at least one Summer term class or who will not be attending classes at UWF.
 - ii. Students who withdraw from the University.
 - iii. Students who present evidence of marriage.
 - iv. Students who are denied admission to the University.
 - v. Students who are enrolled in a co-op or internship outside Escambia, Santa Rosa, or Okaloosa counties.
 - vi. Students who are released from the Contract by the University Housing Appeals Committee.
- iii) Permitted Reasons for Contract Release with prorated rent (as applicable) and no cancellation fee
 - i. Students called to active duty/training (must provide military orders).
 - ii. Students who are academically suspended from the University.
 - iii. Students who medically withdraw from the University.

IV. IMPORTANT INFORMATION REGARDING CONTRACT CANCELLATIONS AND APPEALS: MAKE SURE TO READ

Housing Cancellation Request Information and Form: <https://uwf.edu/academic-engagement-and-student-affairs/departments/housing-and-residence-life/forms/request-housing-contract-cancellation/>

Housing Cancellation/Fee Appeals Information and Form: <https://uwf.edu/academic-engagement-and-student-affairs/departments/housing-and-residence-life/forms/housing-appeals-information/>

University Housing Appeals Policy: <https://uwf.edu/offices/board-of-trustees/policies>

By submitting and electronically signing this Contract, the Student and parent/legal guardian (if student is under 18 years of age) hereby contract for a space in University Housing for semester(s) requested and agrees to pay rental rates established by the University. It is the Student’s responsibility to review their 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. Remember to make a record copy of these Housing Contract Terms and Conditions.

Direct all questions and inquiries to:

UWF Department of Housing and Residence Life

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

Web Page: www.uwf.edu/housing

E-Mail: housing@uwf.edu

Phone: 850-474-2463