

**UNIVERSITY OF NORTH FLORIDA HOUSING AND RESIDENCE LIFE
THE FLATS AT UNF
CONTRACT CANCELLATION TIMELINE and ASSOCIATED FEES**

Cancellation prior to April 1, 2023

Cancellation with no penalty; Non-refundable \$100.00 Processing Fee forfeited = total amount due to cancel contract

Cancellation April 1, 2023 – June 30, 2023

\$300.00 Cancellation Fee + Non-refundable \$100.00 Processing Fee forfeited = total amount due to cancel contract

July 1, 2023 – August 15, 2023

\$1,400.00 Cancellation Fee + \$100.00 Processing Fee = total amount due to cancel contract

Cancellation after August 15, 2023 – November 14, 2023

60 Day Notice Required

\$2,100.00 Cancellation Fee + \$100.00 Processing Fee = Total amount due to cancel contract

Cancellation November 15, 2023 – February 14, 2024

60 Day Notice Required

\$2,800.00 Cancellation Fee + \$100.00 Processing Fee = Total amount due to cancel contract

Cancellation After February 14, 2024

Resident assessed 100% of Contract Sum = Total amount due to cancel contract

The \$100.00 Processing Fee is not refundable for all Housing Contracts.

1. **CONTRACT CANCELLATION AFTER FACILITY OPENING:** Unless the Contract is canceled prior to established deadlines as set forth in chart above, the Contract may not be terminated without financial responsibility of the outlined cancellation fees without approval from the Assistant Director of Housing Operations or his/her designee. The granting of a release from financial responsibility to the Contract is NOT automatic, is rare and falls completely within the discretion of the Assistant Director of Housing Operations or their designee. In the event of termination of occupancy, Resident's obligation to pay rent will continue regardless of enrollment/registration status with the University. Withdrawal or non-enrollment is not grounds for an automatic release/contract cancellation without financial responsibility as outlined as outlined in the above timeline.

Based on the length of the contract term and responsibility for the contract whether a Resident is enrolled at UNF or not, there is an established Contract Transfer process. A

Contract Transfer allows the Resident to identify an eligible UNF student, who does not already have an active housing contract during certain periods of time to complete a contract in exchange for their cancellation with minimal financial penalty. Details about the Contract Transfer process can be found on the UNF housing website. There are designated time periods in which Contract Transfers cannot occur. These periods are typically active assignment periods in which priority for space has already been established. As such Contract Transfers are not permitted prior to August 18, 2023 and are not permitted when the Department is maintaining an official Wait List. Traditional wait list periods set by the Department are from then end of March through the beginning of the fall semester. Contract Transfer timelines can be adjusted as needed by the Department.

2. **TERMINATION AND/OR MODIFICATION OF CONTRACT BY UNIVERSITY:** Upon a default by Resident of the Contract, the Senior Director at their discretion may modify or terminate the Contract. Resident shall be in default under the Contract if: Resident has failed to pay the Contract Sum on time; Resident has engaged in actions or activities detrimental to the health, safety, welfare or security of self or other residents; Resident has engaged in conduct that is disruptive to the residential community; Resident has failed to comply with any federal or state law or University policy to include the Computer and Network Use Policy; or Resident has failed to comply with any of the other terms of the Contract. Prior to the Senior Director's issuance of a written Notice of Termination or Modification of the Contract, Resident will be given notice of the proposed termination/modification and an opportunity to discuss with the Senior Director the basis for any proposed modification or termination of the Contract. Modification of the Contract may include, but is not limited to, changing Resident's room assignment, moving the

Resident to another on- campus housing facility or restricting the Resident's access to housing facilities.

Upon the Senior Director's issuance of a Notice of Termination, Resident shall vacate the premises immediately or within such time period specified by the Director in the Notice of Termination, and Resident will continue to be liable for the contract sum.

3. **STATEMENT REGARDING CRIMINAL RECORD:** Resident is under a continuing duty to report to the Senior Director or their designee if Resident has been arrested or convicted of a crime, even if adjudication has been withheld. This duty includes specifying in writing the nature of the crime, when and where it occurred, and the case number, if any. The Senior Director reserves the right to terminate or modify the terms of the Contract, in accordance with paragraph 16, when the Senior Director learns (1) that Resident has been convicted of a felony or any crime against persons or property involving conduct which may threaten the safety or security of other residents or their property or (2) that there are reasonable grounds to believe Resident has engaged in conduct which may threaten the safety or security of other residents or their property regardless of whether such conduct has resulted in an arrest or conviction.
4. **PHOTO RELEASE:** The Resident grants to University permission to: record Resident's participation and appearance on videotape, audiotape, film, photograph or any other medium; use Resident's name, likeness, voice and biographical material in connection with such recordings; exhibit or distribute such recordings in whole or in part without restrictions or limitation for any legal purpose, including without limitation educational or promotional purposes, which the University and those acting pursuant to its authority deem appropriate; and copyright such recordings in its own name or to publish, to market and to assign without consideration, compensation or report to Resident.
5. **NOT A LEASE:** The Contract is not a lease and is not governed by the Florida Residential Landlord Tenant Act. University Housing is located on land owned by the State of Florida.
6. **ENTIRE CONTRACT:** The Contract represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all of the negotiations, understandings and representations (if any) made by and between such parties. None of the terms and provisions hereof may be amended, supplemented, waived or changed orally, but only in writing signed by each of the parties hereto. Any alterations

by the Resident to the terms contained within the Contract will neither be honored nor deemed valid without specific written approval from the Senior Director or their designee recognizing acceptance of and identifying the proposed alterations.

7. MISCELLANEOUS: The parties are independent contractors. The Contract is governed by the laws of the State of Florida and any provisions contained in the Contract in conflict therewith shall be void and of no effect. Any suit, action or proceeding arising in connection with the Contract shall be brought in Duval County, Florida. No delay or failure by either party to exercise or enforce any right or provision of the Contract will be considered a waiver thereof. If any provision of the Contract is determined to be invalid or unenforceable, such determination shall not affect, impair or invalidate the remainder of the Contract. The obligations under the Contract which by their nature would continue beyond the expiration of the term of the Contract shall survive termination or expiration of the Contract. The headings of any sections or paragraphs of the Contract are for convenience or reference only and are not intended to affect the meaning of the Contract. The Contract may be executed in one or more counterparts all of which when taken together shall be considered one and the same agreement.

8. STATE UNIVERSITY: The University of North Florida is a constituent member of the Florida state university system established under the Constitution of Florida administered by The University of North Florida Board of Trustees, a public body corporate. Notwithstanding anything to the contrary contained in the Contract:
 - a. Nothing contained in the Contract shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agencies, agents or public bodies corporate to be sued; or (3) a waiver of sovereign immunity of the State of Florida, its agencies, agents and public bodies corporate beyond the waiver provided in § 768.28, Florida Statutes.

 - b. The parties shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with the Contract. Any failure to so allow shall constitute grounds for the University's termination of the Contract.

Any provisions contained in the Contract in conflict with the laws, statutes, rules and regulations of the State of Florida, its agencies, agents and public bodies corporate, shall be void and of no effect.