UNIVERSITY OF NORTH FLORIDA HOUSING AND RESIDENCE LIFE

2024/2025 HOUSING CONTRACT CANCELLATION TIMELINE and ASSOCIATED FEES

Cancellation prior to March 1, 2024

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

Cancellation March 1, 2024 – June 30, 2024

$500.00 Cancellation Fee + Non-refundable $100.00 Processing Fee = total amount due to cancel contract

Cancellation July 1, 2024 – August 13, 2024

$1,000.00 Cancellation Fee + Non-refundable $100.00 Processing Fee = total amount due to cancel contract

Cancellation after August 13, 2024

Student assessed one half of the remaining amount owed on the full agreement = 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 the Contract is NOT automatic, is rare and falls completely within the discretion of the Senior Director or their designee. In the event of termination of occupancy without approval, Resident's obligation to pay rent will continue. If Resident does not enroll in classes at UNF or FSCJ, the Resident's contract will be canceled, appropriate cancellations fees will be applied, and prepayment will be forfeited as outlined in the above timeline.

In the following specific scenarios, Housing and Residence Life will approve a contract cancellation request without financial penalty: The Resident graduates (Bachelor degree or higher) and does not continue enrollment in another UNF academic program; the Resident receives military orders for active duty; the Resident participates in an academic program, including UNF study abroad, that requires residence outside Duval, St. Johns,

Nassau or Clay County; the Resident becomes pregnant; The Resident becomes newly legally married

For students assigned to The Flats at UNF 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 reduced financial penalty. Details about the Contract Transfer process can be found on the main UNF Housing and Residence Life website. There are designated time periods in which a Contract Transfer 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 the drop/add period of any academic term and are not permitted when the Department is maintaining an official Standby List.

2. CONTRACT TERMINATION UPON STUDENT'SWITHDRAWAL FROM THE UNIVERSITY: The Contract will automatically terminate upon the Resident's withdrawal from the University or FSCJ, as the case may be, and written notification to the Department of such withdrawal. The Resident is required to vacate their assigned space within 48 hours of withdrawal. Residents continue to be liable for Contract Sum payment until Resident provides written notification to the Department of withdrawal and the Resident has properly vacated facility. The Resident's failure to provide written notification to the Department of withdrawal will result in the Resident's continued responsibility to pay Contract Sum and all charges hereunder, despite Resident's vacating of the room or apartment, until official notification of withdrawal is received by the Department or until the Contract is canceled by the Department. If the Resident withdraws during the contract term, but fails to notify the Department, Resident may be subject to University disciplinary action and/or denial of any future housing request or contract.

   Notice of withdrawal must be made in writing directly to the Department. Notice made to other University offices does not constitute official notice of withdrawal from housing accommodations. If Resident withdraws from University during the contract term and then re- enrolls during the same semester or term Resident withdrew, the Contract shall remain valid. If, however, Resident withdraws from University during the contract term and then re-enrolls during a subsequent semester or term, the Contract shall be null and void. The Contract remains valid for the contract term as long as there is no break in enrollment and except as otherwise provided in the Contract.

3. 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 failed to remain formally enrolled in the academic program of University (or FSCJ, as the case may be); 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 Senior Director in the Notice of Termination, and Resident will continue to be liable for the contract amount. If the termination is due to Resident's academic dismissal or suspension from University, Resident shall have 48 hours to vacate Resident's room or apartment and will continue to be liable for the Contract Sum.

If University terminates the Contract of a Resident due to default, the Resident is no longer eligible to submit a housing contract for a future term.

4. STATEMENT REGARDING CRIMINAL RECORD: Resident is under a continuing duty to report to the Senior Director 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 17, 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.

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 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.

(c) 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.