UNIVERSITY OF NORTH FLORIDA HOUSING AND RESIDENCE LIFE
ACADEMIC YEAR 2027 – 2028
HOUSING CONTRACT TERMS AND CONDITIONS

This housing contract is for the following housing facilities and is valid for the following academic terms:

FALL 2027 – SPRING 2028 for Osprey Hall, Osprey Landing, Osprey Cove, Osprey Crossings, Osprey Village, Osprey Fountains and Osprey Ridge

FALL 2027, SPRING 2028 and SUMMER 2028 for The Flats at UNF

THIS HOUSING CONTRACT IS NOT ASSOCIATED WITH UNF AFFILIATED HOUSING AT 30 NORTH

This Student Housing Contract ("Contract") establishes a legal, binding agreement between the University of North Florida Board of Trustees, a public body corporate for the benefit of the Department of Housing and Residence Life ("University") and the student ("Resident") for use of assigned space and facilities of a residential community. The terms, conditions, and responsibilities are stated below:

ELIGIBILITY FOR RESIDENCE: The University's Department of Housing and Residence Life ("Department") restricts all on-campus housing to currently registered students at the University. Residents must be enrolled in a minimum of six (6) credit hours during the fall and spring semester This enrollment must continue each semester of occupancy to remain eligible to live on campus. Students attending Florida State College at Jacksonville (“FSCJ”) and Edward Waters University (“EWU”) will be considered on a space-available basis and only after all UNF students with housing contracts have been assigned. Exceptions to this policy must be approved in advance by the Director of Housing Operations or their designee ("Director"). On-campus student housing is not available to students who have dependents living with them. The Director reserves the right to deny a contract submission from any student.

(a) MANDATORY MEAL MEMBERSHIP: If a student is classified as First-Time in College (FTIC) and chooses to live on-campus, the student acknowledges that purchasing a meal membership is a required condition of enrollment. FTIC is defined in UNF Regulation 2.0381R as a degree-seeking student who has earned a high school diploma (or equivalent) and fewer than 12 transferable college credit hours after graduation, excluding credits earned through accelerated mechanisms such as IB, AICE, AP, or dual enrollment. The full regulation is available here

There are several different meal memberships from which to choose, depending on the student’s individual needs. The minimal membership provides for 10 meals per week. The student acknowledges that if they have not properly purchased a meal membership by the time housing rent is assessed, the University will automatically assign a 14-meal per week plan and charge the cost to the student’s account. Payment for purchased meal memberships will be due at the time tuition and other fees are due. For information or to purchase a meal membership, please visit the UNF Dining Services website at https://new.dineoncampus.com/unf

(b) PARKING AND TRANSPORTATION: All motor vehicles parked on University property must have a valid UNF parking permit. For more information or to purchase a permit, please visit the Parking and Transportation website at www.unf.edu/parking or call (904) 620-2815.

2. CONTRACT TERM: Upon acceptance of the Contract by the student as evidenced by the student affixing their electronic signature (Name and Student ID number), the Contract will become a financially and legally binding contract between the University and Resident (or parent or legal guardian, where applicable). The Contract shall continue through the end of the contract term.

3. OCCUPANCY PERIOD: Resident is limited to occupying on-campus housing during specified occupancy dates. Specific occupancy dates for the contract term begin on the first day the facilities are designated "open" and end on the last day when the facilities are designated "closed." Specific "opening" and "closing" dates for each term are determined and published by the Department. Facilities may be designated "closed" during certain holiday or semester break periods. Dates between contract periods ("intersession") are NOT a part of any contract period and may be subject to additional fees and rents. FSCJ and EWU residents are subject to such specific occupancy dates, regardless of FSCJ and EWU academic calendars. Occupancy shall be deemed delivered when Resident is checked into their assigned accommodation and shall be deemed concluded when written authorization is completed and keys are returned, or access is terminated by the appropriate Department official.

4. ASSIGNMENT PROCEDURES AND PRIORITIES: The Contract does not guarantee a bed assignment. Assignment to a bed space, or the ability to participate in scheduled on-line room selection processes (if applicable), is solely determined by the date on which a student fully completes the Housing Contract process in myHousing and includes the submission of a processing fee. The earlier a student fully completes all steps of the housing contract submission process the higher priority they have to participate in scheduled on-line room selection processes (if applicable) or be assigned to a bed space. A student failing to participate in scheduled on-line room selection processes (if applicable) lowers a student's overall priority to be assigned to a bed space. The Contract does not guarantee a bed assignment or assignment to a specific type of accommodation (community, room, or apartment) or assignment to any preference indicated by Resident. Resident's preferences are requests only – community, room, apartment, occupancy, and University's granting of roommate requests are not guaranteed. When bed space demand is higher than bed space availability, the University may utilize a Standby List to assign bed space that may open up through contract cancellations.

The Contract also does not determine final admission of the Student to the University. Assignment to on-campus housing is contingent upon the University's final acceptance of the Student for admission, approval of the Contract by the Director or their designee and receipt of full payment. If the rate for space, as assigned, varies from the payment made, an additional charge or refund, as the case may be, will be made to the Resident. Facilities may vary slightly from descriptions in brochures or from model rooms or apartments. No discounts in rental rates will be made for such minor variations. The University reserves the right to reassign Resident at any time during the contract period for any reason, including but not limited to

space availability. Additionally, Housing and Residence Life reserves the right to adjust Standby List rank order as needed to meet enrollment priorities.

5. CONTRACT SUM: The sum payable for the contract term covers residence for the specified occupancy dates during the contract term and is payable in the amount set forth for the accommodation assigned in the published Housing Room Rates for the applicable academic year.

6. NONDISCRIMINATION: In accordance with University's educational philosophy of total integration of all facilities and in accordance with the laws of the United States and the State of Florida, race, creed, color, religion, and national origin are not considered criteria in the placement of students in residential facilities or in room/apartment assignments. Gender is considered a criterion in room/apartment assignment; however, housing assignments to male and female students are proportionate in quantity and comparable in quality in compliance with applicable law.

7. LIMITATION OF LIABILITY; INDEMNIFICATION: University, the Florida Board of Governors, the State of Florida, their officers, employees, representatives, and agents shall not be liable for injury or inconvenience to persons, or for loss of or damage to personal property, caused by the failure or interruption of utilities, such as heating, air conditioning, water, electricity, high speed data access, and the like, or for power surges, water leaks and/or fire suppression system activations. University is insured under the Florida Department of Financial Services State Risk Management Trust Fund, which provides liability coverage up to the statutory limits solely for damages or injuries caused by the negligence of University or its employees while working within the scope of their employment. Resident is encouraged to carry Resident's own health insurance at all times. Resident is encouraged to review any associated family homeowner's insurance policy, if any, to determine applicability of coverage for personal property in on-campus housing or to carry Resident's own renter's insurance at all times. University reserves the right to assess additional charges during the contract term to offset increased utility costs, provided University gives written notification to the Resident at least thirty (30) days prior to any increase. Resident will indemnify and hold harmless University, the Florida Board of Governors, the State of Florida, and their officers, employees, representatives and agents from and against any and all costs, losses, damages, injuries (including death) liabilities, expenses, claims, actions, causes of action, of whatever kind or nature, demands, and judgments, including court costs and attorneys' fees, that arise out of or are related to the use or occupancy of Resident's room or apartment by Resident, its guests or invitees, except to the extent attributable to the gross negligence or intentional misconduct of University.

8. REPAIRS AND SECURITY: Authorized Department personnel may enter resident room/apartment without the resident's permission for maintenance and housekeeping purposes, health, fire and safety inspections, and inspection for damage. General room inspections may be conducted periodically. However, due notice shall be provided prior to any general room inspection. When authorized personnel have a reasonable belief that a violation of a University or Department rule, regulation, local ordinance, state, or federal statute is in progress, or for other emergency purposes, they may enter resident's room/apartment without notice. Resident's signature on the Contract constitutes explicit consent for authorized personnel to enter Resident's room/apartment without notice for such purposes.

9. USE OF ASSIGNED SPACE: Resident's room, suite or apartment may be occupied ONLY by Resident and residents to whom it is assigned. Resident's room, suite or apartment or Resident's right to occupy Resident's room, suite or apartment may not be sublet or assigned to other another person. A room change may be made only AFTER written approval from the Department has been secured. Appropriate monetary charges will be assessed, and/or disciplinary action will be taken against violators of the provisions in this paragraph 9 up to and including modification or termination of the Contract in accordance with paragraph 17 of the Contract Terms and Conditions.

10. CARE OF FACILITIES: Resident shall always keep Resident's room, suite and/or apartment in clean and orderly condition and shall refrain from damaging and disarranging lounges, lobbies, courtyards, and other public and joint use areas of on-campus housing. Charges may be assessed against Resident for damages to, unauthorized use of, or alterations to rooms, suites, apartments, furnishings, appliances, equipment, locks, or buildings, and for special cleaning necessitated by improper care of rooms, furnishings, appliances, or equipment. Resident is jointly responsible with other users for the proper care and cleanliness of all public or joint use areas within residence facilities, including furniture, walls, doors, locks, equipment, and appliances, and for jointly controlled courtyards, grounds, walkways, appliances, furniture, and equipment within the residential community. Resident may be charged for damages Resident causes to joint use or joint access areas of the building where Resident's assigned room, suite or apartment is located.

11. BEHAVIOR AND CONDUCT: Resident is responsible for knowing and adhering to University regulations, policies and procedures as set forth in the Resident Handbook, the Housing Rules and Regulations, all University regulations relating to student conduct and/or student housing, The Student Code of Conduct, as well as other University publications. University has established a Computer and Network Use Policy governing the use of computing, networking, telecommunications, and other information technology resources of the University.

    University reserves the right to establish and publish additional regulations, policies, or procedures which in its judgment may be prudent or necessary for the safety, care, and cleanliness of on-campus housing and for the preservation of order. Resident agrees to abide by all present and any future regulations and procedures. Appropriate disciplinary action will be taken for any violation of these provisions up to and including modification or termination of the Contract in accordance with paragraph 17 of the Contract Terms and Conditions.

12. INTERPRETATION: Interpretations of regulations, rules and policies outlined in the Contract shall be decided by the Director and such interpretations shall be final and binding on Resident. The Director may delegate their rights, duties, and responsibilities under the Contract in whole or in part to designees in the Department.

13. FAILURE TO CLAIM ASSIGNMENT: Should Resident receive a room/space assignment and then fail to claim that room or space assignment by the end of the drop/add period for that academic term, the room assignment will be forfeited and the full rental obligation for the contract term will be assessed against Student's account. Should Resident so fail to claim the assignment, the Contract may be canceled by Department. Following such cancellation, another assignment may be offered only as space is available.

14. STUDENT'S CANCELLATION OF CONTRACT PRIOR TO FACILITY OPENING: Any request for cancellation of the Contract by Resident must be submitted in writing via the myHousing web portal. Cancellation of the Contract by the Resident is subject to the following timelines and fees:

ACADEMIC YEAR 2027 - 2028 HOUSING CONTRACT CANCELLATION TIMELINE and ASSOCIATED FEES

Cancellation prior to MARCH 1, 2027

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

Cancellation March 1, 2027 – April 30, 2027

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

Cancellation May 1, 2027 – June 30, 2027

$750.00 Cancellation Fee + Non-refundable $100.00 Processing Fee = total amount due to cancel contract

Cancellation July 1, 2027 – August 10, 2027

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

Cancellation after August 10, 2027

Student assessed one half of the remaining amount owed on the full agreement = total amount due to cancel contract

First-time in College students (FTICs) admitted for the Summer 2027 or Fall 2027 academic term who do not enroll at UNF for Fall 2027 and who submit a cancellation request in the myHousing portal prior to April 1, 2027, will be granted a contract cancellation without the assessment of a cancellation fee.

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

15. 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 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 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, FSCJ or EWU, the Resident's contract will be canceled, appropriate cancellations fees will be applied, and processing fee 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 if the event occurs during the contract term: The Resident graduates from UNF (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 a UNF 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; the Resident is approved for an Exceptional Withdrawal by the Dean of Students Office

Hybrid or on-line class registration has no bearing on the terms and conditions of this housing contract and are not grounds for contract cancellation without financial penalty.

16. CONTRACT TERMINATION UPON STUDENT'SWITHDRAWAL FROM THE UNIVERSITY: The Contract will automatically terminate upon the Resident's withdrawal from the University (or FSCJ or EWU, 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. Once the Resident has provided written notification to the Department of such withdrawal and has properly vacated the facility, the Department will assess one half (1/2) of the remaining amount owed on the full agreement to cancel the contract. 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 of Housing and Residence Life. Notice made to other University offices, including Admissions and/or One Stop, does not constitute official notice of withdrawal from housing contract and/or 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.

17. TERMINATION AND/OR MODIFICATION OF CONTRACT BY UNIVERSITY: Upon a default by Resident of the Contract, the 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 or EWU, 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 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 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 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 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 and/or modifies the Contract of a Resident, the Resident is no longer eligible to submit a housing contract for a future term.

18. STATEMENT REGARDING CRIMINAL RECORD: Resident is under a continuing duty to report to the 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 Director reserves the right to terminate or modify the terms of the Contract, in accordance with paragraph 17, when the 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.

19. 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.

20. 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.

21. 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 Director recognizing acceptance of and identifying the proposed alterations.

22. 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.

23. 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.

ACKNOWLEDGEMENT, INDEMNITY, WAIVER AND RELEASE OF LIABILITY ("RELEASE")

(*STUDENT HOUSING RECREATIONAL VENUES*)

THIS AFFECTS YOUR LEGAL RIGHTS.

PLEASE READ CAREFULLY BEFORE SIGNING BELOW.

I acknowledge that my use of the University of North Florida ("UNF") Osprey Clubhouse, Osprey Fountains, Osprey Ridge, and The Flats at UNF recreational venues (each, a "Venue"), including swimming pools, lazy river, fitness centers and recreational fields and courts, involves risks to me. Those risks include bodily injury, including loss of life, and property damage. Those risks may increase if I use a Venue at a time not permitted or in a way other than the Venue is designed to be used.

I acknowledge and agree that:

1. I at least eighteen (18) years old or, if not, that my parent(s) or legal guardian(s) has signed this Release.

2. I have read this Release, and I have asked for clarification of any part that I did not understand.

3. I am required to act in a responsible manner at all times during my use of a Venue and I will be held responsible for my own behavior and will respect the property of UNF and others.

4. I must obey all state and local laws and UNF regulations and policies, including those concerning alcohol/drug use and required conduct, in addition to the posted rules at each Venue. My permission to continue use a Venue depends on my obeying those laws, regulations, and policies.

5. If I have a question about UNF's regulations and policies and posted rules for a Venue, it is my responsibility to ask UNF's Department of Housing and Residence Life to answer my question.

6. I am familiar with the Venues and believe myself to be able to use the Venues in the way the Venues are designed to be used.

7. Prior to signing this Release, I have had opportunity to inquire about the risks of using the Venues. Any questions I had about using the Venues have been answered to my satisfaction.

8. I have given UNF the right and permission to record my participation and appearance on videotape, audiotape, film, photography or any other medium and to use my name, likeness, voice, and biographical information in connection with these recordings. UNF may exhibit or distribute all or any part of these recordings for any educational or promotional purpose which the UNF and its employees deem appropriate. All such recordings shall be UNF's property.

9. UNF does <u>not</u> provide personal accident/health insurance, and I assume personal and financial responsibility for any medical care and treatment that I need as the result of my use of any Venue.

10. There will <u>not</u> be medical personnel available at a Venue.

11. UNF does <u>not</u> guarantee my security while I am traveling to or using a Venue.

12. I have given UNF's Housing and Residence Life Office permission to authorize emergency medical treatment if I am injured if it believes treatment to be necessary. UNF is not responsible for the results of any emergency medical treatment.

13. On behalf of myself, all members of my family, heirs, beneficiaries, personal representatives, and any person claiming through me, I <u>assume all the risks and</u>

responsibilities of my use of the Venues.

14. I release the University of North Florida Board of Trustees, the State of Florida, and any of their officers, agents, employees, including any person working under the direction of the UNF Housing and Residence Life Office (collectively, "Released Entities") from all responsibility and all liability whatsoever for any and all harm suffered by me arising from or in connection with my use of a Venue. Such harm includes, without limitation, costs of medical and rehabilitative treatment, lost wages, cost of future medical and rehabilitative treatment, lost earning capacity, pain and suffering, disability, disfigurement, mental anguish, inconvenience, loss of capacity for enjoyment of life.

15. My release applies to all harm suffered by me, whether caused by my action or negligence or by the action or negligence of the Released Entities, or by the action or negligence of others.

16. My release applies to all damages suffered by me, whether nominal, compensatory (economic and non-economic), punitive, or otherwise.

17. I will not sue Released Entities in connection with any harm suffered by me in connection with using a Venue.

18. I will indemnify and hold Released Entities harmless from all claims asserted against any of the Released Entities by any other person or entity whom- or whatsoever in connection with my use of a Venue.

19. If a court determines that any part of this Release is unenforceable, all other parts of this Release will remain in full force and effect.

20. This Release will be interpreted according to the laws of the State of Florida. Any legal proceeding concerning this Release must be brought in Jacksonville, Duval County, Florida.

I acknowledge and agree to everything contained in this Release, that I intend to be bound by this Release, and that I have voluntarily signed the Release.

NOTE: If I am under 18 years of age, I understand that while I am responsible for abiding by this Release, I am not permitted to execute this Release or participate in this Activity without approval of my parent or legal guardian, who must execute this Release on my behalf.

ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY AND PROMISE TO PAY FOR TUITION, FEES, AND OTHER UNIVERSITY CHARGES
(ACKNOWLEDGEMENT & PROMISE TO PAY)

THIS INSTRUMENT AFFECTS THE SIGNER'S LEGAL RIGHTS

By signing this acknowledgement & promise to pay, I acknowledge and understand that when I register for any class at, or receive any service from, the University of North Florida (UNF) I accept full responsibility to pay all tuition, fees, and other associated fees assessed as a result of my registration and/or receipt of services. **I further understand and agree that my registration and acceptance of these terms constitutes a promissory note (i.e., a financial obligation in the form of an educational loan as defined by the U.S. Bankruptcy Code at 11 U.S.C. 523(a)(8) by which UNF is providing me educational services, deferring some or all of my payment obligation for those services, and I promise to pay for all assessed tuition, fees and other associated costs by the published or assigned due dates.**

I promise to pay to the University:

- My student account (or enroll in a payment plan) by the published payment deadline. I understand that UNF uses electronic billing (e-bill) as its official method and failure to review my e-bill does not constitute a valid reason for not paying my bill on time. E-bill is located on myWings, Student Self-Service, Student Account, View Bill by Term. I further understand that administrative, clerical, or technical billing errors do not absolve me of my financial responsibility to pay the correct amount of tuition, fees, and other associated financial obligations assessed as a result of my registrations at UNF.

- The original amount of my payment if it is returned by the bank for any reason, plus the returned payment fee. A returned payment will not absolve me of my financial obligation to UNF and I may be restricted from using personal checks and e-checks for 1 year.

- The amount of any funds received by me as an overpayment or loan.

- Any deficiency in tuition, fees or other University charges that results from negative financial reversals or non-payment of loans or advances from federal, state, institutional, or other third-party providers.

- All collection fees, including penalties, late fees, attorney's fees, and court costs, which may add over 33 1/3% to the balance of my indebtedness. I understand that my delinquent account may be reported to one or more of the national credit bureaus.

- All or a portion of tuition and fees in accordance with the published tuition refund schedule on the University's Academic Calendar if I drop or withdraw from some or all of the classes for which I register. I have read the terms and conditions of the published tuition refund schedule and understand that I must drop a class during the first week of the term to be relieved of any financial responsibility for that class. I further understand that my failure to attend class or receive a bill does not absolve me of my financial responsibility as described above.
  The University's Student Financial Services Office communicates all financial account information via electronic services using online secured portals via myWings.
  at www.unf.edu and may send me important notices via my UNF e-mail account. I acknowledge that I will review my account history available on myWings prior to registering

for classes and before the tuition payment deadline each semester. Deadlines and policy information are available at http://www.unf.edu/controller/cashiers/

- I acknowledge that I will receive an e-mail notification to my UNF e-mail account when the account has a balance due. It is my responsibility to review my account status and email account weekly and make payment by the published deadline.

- I acknowledge that if I have not paid my fees or made payment arrangements prior to the tuition payment deadline or scheduled due date I will be charged a $100 late payment fee.

- I understand that financial aid described as "Credit Balance" on View and Pay My Bill does not represent actual or guaranteed payment but is an estimate of the aid I may receive if I meet all the requirements stipulated by the aid program. Financial aid may be revoked at a later date, and I understand I may be responsible to repay those funds.

- If my account becomes delinquent, UNF will place a financial hold on my student account and I acknowledge that, subject to applicable law, I will not be allowed to register for the next semester or receive transcripts, and, if I am a graduating student, I will not receive a diploma.

- **I authorize the University and its agents attempting to collect any debt I owe to the University to utilize all contact information I have provided to the University, including, but not limited to current and future cell phone numbers, email addresses and mailing addresses. I agree to allow the University of North Florida and its agents to use automated telephone dialing equipment, artificial or pre-recorded voice or text messages and personal calls and emails inn their efforts to contact me. I understand I may withdraw my consent to call my cellular phone by submitting my request in writing. I agree to update my mailing address, email address and phone numbers if they change.**

The Student Financial Services Office provides account information electronically for the following categories, and more:

- Account History

- IRS Tax Form 1098-T

- Direct Deposit Authorization Form
  This Acknowledgement & Promise to Pay is governed by the laws of the State of Florida. Any suit, action or proceeding arising in connection with this Agreement must be brought in the circuit or county courts of Duval County, Florida. No delay or failure by either party to exercise or enforce any right or provision of this Agreement will be considered a waiver thereof.

- **I acknowledge and agree that this Acknowledgement & Promise to Pay is a promissory note, a legal debt instrument giving the University of North Florida the right to take legal action to collect the debt I have promised to pay. I waive any defense to enforcement of this promissory note, including, but not limited to any defense that it invalid or unenforceable due to its contingent nature and the method of its execution.**

YES, I have read this **Acknowledgement & Promise to Pay** carefully, had an opportunity to ask any questions related to it, and agree to its terms.