UNIVERSITY OF NORTH FLORIDA HOUSING AND RESIDENCE LIFE
SUMMER 2027
CONTRACT CANCELLATION TIMELINE AND ASSOCIATED FEES

FULL SUMMER 2027 & SUMMER A 2027

Cancellation prior to April 1, 2027

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

Cancellation April 1, 2027 – May 6, 2027

$250.00 Cancellation Fee + Non-refundable $100.00 Processing Fee = total amount due to cancel contract

Cancellation as of May 7, 2027 or later

Student assessed one half (1/2/) of the remaining amount owed on the full agreement = total amount due to cancel contract

SUMMER B 2027

Cancellation prior to April 1, 2027

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

Cancellation April 1, 2027 – May 6, 2027

$250.00 Cancellation Fee + Non-refundable $100.00 Processing Fee = total amount due to cancel contract

Cancellation May 7, 2027 – June 16, 2027

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

Cancellation as of June 17, 2027 or later

Student assessed one half (1/2) 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 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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 assume all the risks and 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.