

# UNIVERSITY OF NORTH FLORIDA HOUSING AND RESIDENCE LIFE

## THE FLATS AT UNF

### CONTRACT TERMS AND CONDITIONS

**The contract term is valid for:**

August 16, 2019 – August 2, 2020

**This contract covers the following housing facility:**

The Flats at UNF

This 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 Resident ("Resident") for use of assigned space and facilities of a residential community. The terms, conditions, and responsibilities are stated below:

1. **ELIGIBILITY FOR RESIDENCE:** The University's Department of Housing and Residence Life ("Department") restricts housing at The Flats at UNF to individuals enrolled, seeking enrollment or affiliated with the University. Students attending FSCJ 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 Senior Director of Housing and Residence Life or designee ("Senior Director"). On-campus student housing is not available to students who have dependents living with them.
  - (a) **MANDATORY MEAL MEMBERSHIP:** If User is a first-year UNF student and chooses to live on-campus, User acknowledges that User is also required, as a condition of enrollment, to purchase a meal membership. There are several different meal memberships from which to choose, depending on User's individual needs. The minimal membership provides for 10 meals per week. User acknowledges that if they have not properly purchased a meal membership by the time housing rent is assessed the University will auto-purchase a 14 meal membership for User. 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 display 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](http://www.unf.edu/parking) or call (904) 620-2815.
2. **CONTRACT TERM:** Upon acceptance of the Contract by the User as evidenced by the User 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. Non-UNF Residents are subject to such specific occupancy dates. Occupancy shall be deemed delivered when

Resident is checked into to their assigned accommodation and shall be deemed concluded when written authorization is completed and keys are returned, or key access is terminated by the appropriate Department official.

4. **ASSIGNMENT PROCEDURES AND PRIORITIES:** The Contract does not guarantee assignment to a particular 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 cannot be guaranteed. The Contract also does not determine final admission of the Resident to the University. Assignment to on-campus housing is contingent upon approval of the Contract by the Senior Director or their designee and receipt of full pre-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.
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 Residents in residential facilities or in room/apartment assignments. Gender is considered a criterion in room/apartment assignment; however, housing assignments to male and female Residents 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, for loss of or damage to personal property caused by the failure or interruption of utilities and amenities, such as heating, air conditioning, water, electricity, telephone, cable TV service, high speed data access, and the like, or for power surges or water leaks. 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 and to review Resident's family's 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. University reserves the right to assess additional charges during the contract term to offset increased utility costs, including the assessment of monthly utility overages, 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, a concern for a healthy or safety hazard exists 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 or apartment may be occupied ONLY by Resident and Residents to whom it is assigned. Resident's room or apartment or Resident's right to occupy Resident's room or apartment may not be transferred or assigned to other another person without written approval from the Department. A contract transfer or room transfer/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 16 of the Contract Terms and Conditions.
10. **CARE OF FACILITIES:** Resident shall keep Resident's room or apartment in clean and orderly condition at all times 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, 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/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 16 of the Contract Terms and Conditions.

12. INTERPRETATION: Interpretations of regulations, rules and policies outlined in the Contract shall be decided by the Senior Director and such interpretations shall be final and binding on Resident. The Senior 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 ten (days) after facility opening, the room assignment will be forfeited and the full rental obligation for the contract term will be assessed against Resident'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. RESIDENT'S CANCELLATION OF CONTRACT PRIOR TO FACILITY OPENING: Any request for cancellation of the Contract by Resident must be submitted in writing via myHousing web portal. Cancellation of the Contract by the Resident is subject to the following timeline and fees:

#### **CONTRACT CANCELLATION TIMELINE and ASSOCIATED FEES**

##### **Cancellation prior to April 15, 2019**

Cancellation with no penalty; \$100.00 Processing Fee non- refundable as applicable

##### **Cancellation April 15, 2019 – August 13, 2019**

\$1,400.00 Cancellation Fee + \$300.00 pre-payment forfeited = Total amount due to cancel contract

##### **Cancellation August 14, 2019 – November 14, 2019**

60 Day Notice Required

\$2,100.00 Cancellation Fee + \$300.00 pre-payment forfeited = Total amount due to cancel contract

##### **Cancellation November 15, 2019 – February 14, 2020**

60 Day Notice Required

\$2,800.00 Cancellation Fee + \$300.00 pre-payment forfeited = Total amount due to cancel contract

##### **Cancellation After February 15, 2020**

Resident assessed 100% of Contract Sum

**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 without approval from the Associate Director 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 Senior Director or their designee (Associate Director). In the event of termination of occupancy, Resident's obligation to pay rent will continue. Withdrawal or non-enrollment is not grounds for release/contract cancellation without financial responsibility as outlined.
16. **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.

17. **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.
18. **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.
19. **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.

20. 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.
21. 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.
22. 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 and The Flats at UNF recreational venues (each, a "Venue"), including swimming pools, lazy river, fitness centers, aerobic studio 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 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 not 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 not be medical personnel available at a Venue.
11. UNF does not guarantee my security while I am traveling to or using a Venue.

12. I have given UNF Housing and Residence Life 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 have signed below to show that 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.*