

Florida Pre-Paid “Dormitory Plan” Information

Students who have the Florida Pre-Paid “Dormitory Plan” will be given a priority assignment, provided the completed housing contract is returned by **May 1**. Traditionally, the “Dormitory Plan” portion of the Florida Pre-Paid College Program covers only the rate for the least expensive double room in Glades Park Towers or Heritage Park Towers. Florida Pre-Paid is responsible for setting the award amount on a year-by-year basis and may choose to provide more or less coverage. **Florida Pre-Paid determines the allowable housing amount by June 1 of each year.** You may “upgrade” your requested preferences but are responsible for paying any additional costs. You must indicate on the first page of this contract that you are a Florida Pre-Paid “Dormitory Plan” participant in order to receive a priority assignment. The “Dormitory Plan” will not cover the \$100.00 non-refundable administrative processing charge.

E-mail as Official Method of Communication

FAU’s primary source for correspondence with students is through the student’s FAU email. Messages sent by the University may include time-sensitive information regarding student accounts, announcements, and class information. Students are responsible for checking their FAU email on a regular basis and should clean out their email boxes diligently to ensure all mail is delivered. For more information regarding MyFAU and email, visit www.fau.edu or contact the OIT Help desk at 561-297-3999. Students should add housing@fau.edu to their email address contact list in order to avoid having important mail filtered in to “junk” mail.

The Department of Housing and Residential Life utilizes email to communicate information including, but not limited to: assignments, billing issues, and waiting list status.

Contract Terms and Conditions

1) **RESIDENCY REQUIREMENT:** All full-time students classified as First Time in College (FTIC) or transfer students with less than 30 credit hours taking 12 or more credit hours at FAU are required to live in University Housing. Exceptions are made for students residing with their parent or legal guardian within a **30 mile commutable radius** of the campus, students who are at least 21 years of age, or students who are married by the first day of classes. Students who wish to be exempt must apply for an exemption by July 1 for fall and December 1 for spring (spring for spring-only residents). Requests for exemption will be heard by the housing contract appeals committee. All decisions of the committee shall be considered final. **Once the contract is signed an exemption will not be granted, nor will the contract be cancelled for this purpose.**

2) **ELIGIBILITY FOR RESIDENCY:** Degree seeking undergraduate students enrolled taking at least 9 credit hours and degree seeking graduate students taking at least 6 credit hours are eligible and may apply for University Housing. In order to take less than 9 credit hours (undergraduate) or 6 credit hours (graduate), a student must apply for an exception. Requests for exception will be heard by the housing contract appeals committee. All decisions of the committee shall be considered final. Unless an exception is granted, undergraduate students who drop below 9 credit hours or graduate students who drop below 6 credit hours are no longer eligible for University Housing and will be subject to the cancellation provisions in Paragraph 17, below.

3) **CONTRACT TERMS AND CONDITIONS:** This contract is for a space in the University Housing system, and covers the entire:

- Academic year (both Fall and Spring semesters), or any portion of the contract remaining at the time this contract is signed.
- Three semester (Fall, Spring and Summer contracts (Graduate Students Only) are for a space in the University Housing system and covers fall, spring and summer or any portion of the contract remaining at the time this contract is signed.
- Spring semester only or any portion of the contract remaining at the time this contract is signed.

Residing in University residence halls requires participation in the University’s residential dining

program. Students who live in University apartments are not required to participate in the University’s residential dining program. The student will be assessed all fees for the contract term if the student enrolls but does not occupy the assigned space and has not cancelled this contract in writing pursuant to paragraph 17. The Summer term is not included in this contract, except for the three semesters contract.

4) **OCCUPANCY PERIOD:** If on an academic contract or the spring only contract, then the contract covers the student’s residency from the official opening of University Housing through 24 hours after the student’s last final exam of the FAU Spring semester or until noon on the last day of the Spring semester per the FAU Academic Calendar, whichever comes first.

If on a three (3) semester contract, then the contract period concludes 24 hours after the student’s last final exam of the FAU Summer 3 semester or until noon on the last day of the summer 3 semester per the FAU Academic Calendar, whichever comes first. The official opening date for University Housing can be found at www.fau.edu/housing. Students who will not be enrolled for the Spring semester must check out within 24 hours after the student’s last final exam of the FAU Fall semester or by noon on the last day of the Fall semester per the FAU Academic Calendar, whichever comes first. University Housing considers the student to be occupying the assigned accommodation when the student signs for room keys/fobs at check-in day and keys/fobs are returned to the Department at checkout.

5) **PAYMENT OF FEES:** The student agrees to accept the assigned space in University Housing and pay housing fees on or before the published payment dates, which can be found on the web at http://www.fau.edu/controller/student_information/pdfs/fee_bulletin.pdf. Current fees can be found at www.fau.edu/housing. It is the responsibility of the student to routinely check his/her student account to determine outstanding balances. Students who receive financial aid awards are required to pay all housing costs not covered by their awards (after tuition and fees are paid), by the payment date set by the University. Financial aid may not be used to pay the required non-refundable application fee. Room rates are reduced only for the student who is assigned a space AFTER the conclusion of the FIRST WEEK of classes. Rates are also adjusted on a prorated basis if the room type changes. **Failure to pay fees in a timely manner will be a material breach of this contract.** Any outstanding balance remaining on the student’s account as of sixty (60) days prior to the first day of classes for the semester may result in the loss of housing assignment, but will not release the student from the financial obligations under this contract.

6) **CHECK OUT:** The student must check-out within 24 hours after the student’s last final exam of the Spring semester (Fall semester

for those not enrolling for the Spring semester), or by noon on the last day of the semester per the FAU Academic Calendar, whichever comes first. This will not extend the student's contract term beyond that set out in paragraphs 3 and 4 above. The student is to vacate the space within 48 hours after withdrawal or dismissal from the University, or be held liable for room charges beyond his/her last date of attendance. Failure to move out within the prescribed period may result in a \$150 per day charge, eviction, conduct action, or any or all of the foregoing. In the case of eviction, the University will not be held responsible for student belongings and reserves the right to take possession of and discard such belongings, change all applicable locks, and charge the student for all necessary expenses. The student is expected to complete a proper check out prior to leaving the assigned space, as outlined in the *Guidebook* available on the FAU Housing website. When one occupant in a room/suite moves out while others remain, each is equally and jointly responsible for cleaning the room, bathroom, and suite. If any of those spaces are found to be in an unacceptable condition, cleaning services will be provided and all residents will be held liable for cleaning charges (see also paragraph 13). The student must also complete and sign the Room Condition Report form and return all keys/fobs to the Area Office. If the student is departing prior to the end of the academic year, a Contract Release Request form must be completed prior to checkout (see also paragraph 17). Failure to comply with this process may result in additional charges.

7) **ASSIGNMENT:** Florida Atlantic University is an equal opportunity institution and, in accordance with University Regulations, does not unlawfully discriminate on the basis of a student's status in a protected class. University Housing is assigned in accordance with the University's respect for personal dignity and the Department of Housing and Residential Life's Community Standards. Basic housing is a room occupied by two persons of the same gender.

8) **ASSIGNMENT PROCEDURES AND PRIORITIES:**

First priority goes to current resident students who participate in the process known as the "Room Selection Process." In general, all residents will have the opportunity preference for their own room in a residence hall or apartment, dependent upon the date on which the completed and signed housing contract and \$100.00 non-refundable administrative processing charge are received by the Department of Housing and Residential Life. Preferences are based on availability and cannot be guaranteed. Residents in which the housing contract and \$100.00 non-refundable administrative processing charge are received by the Department of Housing and Residential Life after established deadlines for selecting their housing preference will be assigned a room based upon preferences submitted by the student as available spaces allow. The University will attempt to honor roommate requests when students involved have indicated each other as roommates on the housing contract, and both have submitted materials at the same time. This request must be received by April 1 for fall and November 15 for spring. The student agrees to accept the assigned space, regardless of preference, and may only cancel the contract according to those terms outlined in paragraph 17. As space becomes limited, preference will be given

to incoming Freshmen/First-Time-in-College students and students who live further than 30 miles from the campus.

9) **USE OF ASSIGNED SPACE:** Occupancy of space is permitted only by the student to whom the space is assigned. Space may not be sublet to any other person(s). The student may not share assigned space with any other individual(s) not officially assigned by the University. The student may not refuse or prevent another assigned student from residing in a shared space (bedroom or suite). If the student refuses or prevents a new occupant from residing in a shared space, conduct action (including eviction), single room rental fees, or both, may be imposed on the student (see also paragraph 11). Use of space for specific visitation and guest policy information is governed by the *Guidebook* available on the FAU Housing website.

10) **CHANGES IN ASSIGNMENTS:** Room changes may be made only after written approval is communicated from the Department of Housing and Residential Life. Failure to follow established room change procedures as outlined in the Housing Guidebook available on the FAU Housing website, will constitute breach of this contract and may be grounds for cancellation, charges for occupying a second room, conduct action, or any of the foregoing. The University reserves the right to reassign a resident due to unforeseen events, including, but not limited to, enrollment fluctuations, facility problems, or staff changes.

11) **CONSOLIDATION AND VACANCY OPTION:**

Consolidation is defined as the moving together of residents by University Housing who are paying for a double occupancy room but for some reason, not necessarily because of their actions, are currently in a room with no assigned roommate; or are living in a 4 bedroom suite with empty rooms within the suite. Double rooms are normally occupied by two students and a 4 bedroom suite/apartment is occupied by 4 students. If one or more of the occupants does not check in, or, later moves out, the remaining residents may be required to consolidate, at the option of the University (see also Paragraph 9). For specific information on consolidation, please see the *Guidebook* available on the FAU Housing website.

12) **BEHAVIOR AND CONDUCT:** The Student is responsible for knowing and observing University policies, rules, regulations and procedures as set forth in the FAU Student Handbook, Student Code of Conduct Regulation, and the *Guidebook*. These resources are available online at <http://www.fau.edu/studentconduct> and <http://www.fau.edu/housing/guidebook/>. Student is also responsible for observing all applicable federal, state, and local regulations and laws. The University reserves the right to make other rules and regulations as in its judgment may be necessary for the safety, care, and cleanliness of the premises and for the preservation of order. Student agrees to abide by all additional rules and regulations that are adopted. **Any student whose contract is terminated as a result of violating FAU Regulation 4.007, Student Code of Conduct, Housing Guidebook or as a result of any other disciplinary sanction, will be held financially responsible for the full amount of the contract for the remainder of the contract term.** Failure to abide by all University policies, rules, regulations and procedures and federal, state and local regulations and laws may result in contract modification or termination, as described further in paragraph 18 (Contract Modification or Termination).

13) **CARE OF FACILITIES:** Student is responsible for care of rooms, furnishings, and equipment in University Housing. Student is responsible for keeping the assigned unit clean and sanitary. In order for the campus to remain committed to environmental

responsibility, the student is responsible for disposing of trash and recyclable materials in bins provided in all common areas. Recyclable materials are defined as: Plastics #1-7; paper (envelopes with windows/phonebooks/soft covered books/data paper/soft cardboard); metals; cardboard; glass. The student agrees to cooperate with roommates in the common protection of University and personal property. The student also agrees to refrain from modifying the space in any way, except as expressly permitted in writing by the University Housing Office, and to promptly pay all assessed charges for damages, special cleaning, or maintenance resulting from misuse or modification of the facility. The student is jointly liable with roommates and/or suitemates for assessed charges in the room, suite, or common area of the residence hall, unless the responsible individual is identified.

14) **KEYS/FOBS/CARD ACCESS:** Student agrees not to duplicate any keys/fobs assigned, or to transfer their keys/fobs or identification card to another person, and will be subject to conduct action or termination of this contract if this occurs. If keys/fobs are not returned at check out, or if the keys/fobs are lost or stolen, the student agrees to pay for all lock changes and key/fob replacements. Student is responsible for securing the assigned unit at all times and taking such precautions as is necessary for personal and property protection.

15) **EMERGENCY ACCESS:** The University reserves the right to have authorized University staff, property management personnel, state officials, and other authorized personnel enter the student's rooms/apartments/suites with prior notice (24–48 hours) at reasonable times to inspect, maintain, and repair the premises and furnishings. Students are expected to promptly report damages and necessary repairs, in accordance with established and published procedures. In the event of an emergency, notice may be given immediately before entering.

In accordance with the Housing Guidebook, when authorized personnel have a reasonable belief that a violation of a University or Housing regulation, local ordinance, state or federal statute is in progress, and/or other emergency purposes exist, they may enter the student's rooms/apartments/suites/house without notice. Student's signature on this contract and/or online submission electronically of this contract constitutes explicit consent for authorized personnel to enter the student's rooms, apartments, and/or suites without notice for such purposes.

16) **LIMITATION OF UNIVERSITY LIABILITY:** The University is not liable for damage to or loss of personal property, or failure or interruption of utilities. The University is insured under the State of Florida's self-insurance trust fund, which only provides limited liability coverage in accordance with the provisions of Florida Statute section 768.28, for damages or injuries caused by negligence by the University or its employees while working within the scope of their employment. The trust fund will not reimburse for losses created by unforeseen events, accidents, injuries, or theft that may occur. Students are encouraged to review family homeowner's insurance policies or to carry personal

renter's insurance.

Student understands that the University's insurance does not cover a student's belongings from losses not caused by the University's negligence. Students are encouraged to obtain an all-risk policy. The University is not liable for any personal conflict of students with co-residents, resident's guests or invitees, or with any other residents that reside in on-campus residence halls or apartments. Therefore, a conflict between students does not constitute grounds for contract termination. The University shall not be liable for any death, injury, damage or loss to person or property, including, but not limited to, any death, injury, damage or loss caused by burglary, assault, vandalism, theft or any other crimes, negligence of others, wind, rain, flood, hail, ice, snow, lightening, fire, smoke, explosions, natural disaster or other acts of God, or any other cause beyond the reasonable control of the University; and the Student hereby expressly waives all claims for such death, injury, damage or loss. Resident agrees to indemnify, defend and hold harmless the University, and its respective officers, directors, members, managers, agents, employees and legal representatives from any and all liabilities, claims, suits, demands, losses, damages, fines, penalties, fees, costs or expenses (including, but not limited to, reasonable attorney's fees, costs and expenses if permitted by prevailing law) arising by reason of any death, injury, damage or loss sustained by any person, including Student, Student's guests and invitees to the extent not caused by any omission, fault, negligence, or other misconduct by the University.

17) **CONTRACT CANCELLATION:** At a minimum, this contract is in force as long as the Student is officially enrolled during the Academic Year as outlined in Paragraph 2, and as long as the Student remains in good standing. The Student may request a cancellation of the contract by completing a written Request for Cancellation according to the following guidelines:

- A. The student who **does not check in** to the assigned space by the first day of move-in for the Fall semester (or the first day of move-in for new Spring-only residents) and **who is not enrolled** will be assessed a **\$300 cancellation fee**. The student's assignment will be forfeited and the student will need to submit a new housing contract and **\$100.00 non-refundable administrative processing charge** for future terms.
- B. The student who is enrolled at FAU will be responsible financially for the terms and conditions of the contract. Freshmen are bound to the Freshman Residency Requirement (Paragraph 1) and shall be responsible for the entire contract amount.
- C. The Fall resident who will be away from campus for the Spring semester for University-sponsored programs, including student teaching, interning or co-oping further than 30 miles away from campus may request a cancellation of the contract, with no cancellation fee, prior to November 1. After that date, a \$300 cancellation fee will be applied to cancellations made before the first day of the Spring semester. Documentation is required. Residents who wish to return to University Housing afterwards are not guaranteed a space. Notwithstanding, once classes begin payment is due in full.
- D. The Fall resident who will transfer to another university for spring or graduate in December may request a cancellation of the contract, with no cancellation fee, prior to November 1. After that date, a \$300 cancellation fee will be applied to any cancellations before the first day of the Spring semester. Notwithstanding, once classes begin payment is due in full.
- E. The contract of the Student who is suspended or dismissed from the University for the spring semester, or subsequent terms, for academic reasons will be cancelled. It is the responsibility of the

Student to inform the Department of Housing and Residential Life of his/her academic status and subsequent need for a contract cancellation. If Student notification and removal of all personal belongings occurs prior to January 1, no charges will be applied. After January 1, a \$300 cancellation fee plus a prorated daily housing charge will be assessed until the official date of checkout.

- F. The Student who withdraws from all classes during either the Fall or Spring terms is required to leave University Housing within 48 hours of the withdrawal. Up to forty-five calendar days after the first day of classes, the Student will be assessed a \$300 cancellation fee plus a prorated daily housing charge. Unless approved for an Exceptional Circumstances Withdrawal (ECW), housing charges will not be prorated after the forty-five calendar days.
- G. Residents may appeal to be released from the housing contract. All appeals are reviewed by the Housing Appeals Committee. The deadline to appeal release of the housing contract is July 1 for the fall semester December 1 for the spring semester and May 1 for the summer term(s). Deadlines to submit documentation and appeal forms are strictly adhered to. Hardship cancellations may be authorized by the Housing Appeals Committee within its sole discretion. Those students released by the Appeals Committee will be subject to \$300 cancellation charge. All decision by the Housing Appeals Committee shall be final.

18) **CONTRACT MODIFICATION OR TERMINATION:**

This contract may be modified or terminated for cause as determined by the Vice President for Student Affairs or his/her designee. If the contract is terminated for cause, the Student will be required to pay the remainder of the contract balance (see also Paragraph 6). In addition, the Vice President for Student Affairs or designee reserves the right to terminate or modify the terms of this contract when the Student has been charged or convicted of a crime or crimes against persons or property, is involved in any other conduct that may threaten their safety and security or that of other residents, or engages in conduct that is in violation of FAU Regulation 4.007, Student Code of Conduct. The Student will be given notice and an opportunity to appeal to the Vice President for Student Affairs or designee the basis for any proposed modification or termination of this contract, and in cases involving conduct in violation of FAU Regulation 4.007, the procedures under such regulation shall apply. The University has a campus-wide zero tolerance for illegal substance abuse, the purpose of which is to promote a healthy learning environment on campus. Any illegal possession, use, delivery, sale, or distribution of illegal drugs, controlled substances or drug paraphernalia, as defined in Florida Statutes and prohibited in FAU Regulation 4.007 and/or the Housing Guidebook anywhere on campus is strictly prohibited and may result in a termination of this contract (in accordance with this paragraph and University regulations) and eviction from University Housing. Pursuant to University Policy 1.2, Alcoholic Beverages:

The unlawful possession, use or abuse of alcohol is strictly prohibited in and on all property owned, leased

or controlled (temporarily or permanently) by the university or at any university event. No university employee or student is to report to work, to attend class or to participate in a university activity while impaired by the use of alcohol. The university has a strict no-tolerance policy towards underage drinking and driving while intoxicated or under the influence of alcohol. The university condemns any act related to the consumption of alcohol that impairs, interferes, or endangers the safety or enjoyment of others, including the individual who chooses to consume the alcohol. Any student whose contract is terminated as a result of violating FAU Regulation 4.007, Student Code of Conduct, Housing Guidebook or as a result of any other disciplinary sanction, will be held financially responsible for the full amount of the contract for the remainder of the contract term.

- 19) **PHOTO RELEASE:** The Student grants to Florida Atlantic University permission to: record Student's participation in and appearance on videotape, audiotape, film, photograph or any other medium; use Student'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 such recordings without consideration, compensation or report to Student.

Should a student (or, if under 18 years of age, his/her parent/guardian) NOT want to be photographed or recorded, or have their name, voice, or biographical material used in connection with any such recording, please obtain a copy of the appropriate Opt Out of Photograph Release form available at the Department of Housing & Residential Life, Main Office (Building 46), complete it by August 1 for Fall and January 3 for Spring, and return it to the Department of Housing & Residential Life, Main Office.

Unless you complete an appropriate Opt Out of Photograph Release form, your presence in or around Housing & Residential Life facilities and/or properties, as well as on and off campus Department of Housing & Residential Life sponsored events, will constitute your consent to the capturing and/or use of your image and/or voice, name and biographical material by the Department of Housing & Residential Life and will expressly and impliedly waive any claims or rights, whether in law or equity, related thereto.

A student who does NOT want to be photographed or recorded, and who submits an appropriate complete Opt Out of Photograph Release form indicating as such, is responsible for removing themselves from the area in which the photographing/recording is occurring, both on campus and at off-campus functions, or notifying the camera person on site of their opt out status. Failure to do so may result in the student's inclusion in a photograph or recording and will be treated as a release, allowing the Department of Housing & Residential Life to utilize that photograph or recording and name and biographical material accordingly.

