

UNIVERSITY OF NORTH FLORIDA HOUSING AND RESIDENCE LIFE
SPRING 2025 HOUSING

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 the FSCJ residents are subject to such specific occupancy dates, regardless of FSCJ academic calendar. 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 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 room

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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

Cancellation December 1, 2024 January 2, 2025

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

Cancellation after January 2, 2025

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

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

15. CONTRACT CANCELLATION AFTER FACILITY OPENING - If a 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 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 or FSCJ, the Resident's contract will be canceled,

withdraws during the contract term, but fails to notify the Department, Resident may be subject to University disciplinary action and/or denial of any future housing request or contract.

Notice of withdrawal must be made in writing directly to the Department. Notice made to other University offices does not constitute official notice of withdrawal from housing accommodations. If Resident withdraws from University during the contract term and then re-enrolls during the same semester or term, 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 Senior Director at their discretion may modify or terminate the Contract. Resident shall be in default under the Contract if Resident has failed to pay the Contract Sum on time; Resident has failed to remain formally enrolled in the academic program of University (or FSCJ, as the case may be); Resident has engaged in actions or activities detrimental to the health, safety, welfare or security of self or other residents; Resident has engaged in conduct that is disruptive to the residential community; Resident has failed to comply with any federal or state law or University policy to include the Computer and Network Use Policy; or Resident has failed to comply with any of the other terms of the Contract. Prior to the Senior Director's issuance of a written Notice of Termination or Modification of the Contract, Resident will be given notice of the proposed termination/modification and an opportunity to discuss with the Senior Director the basis for any proposed modification or termination of the Contract. Modification of the Contract may include, but is not limited to, changing Resident's room assignment, moving the Resident to another campus housing facility or restricting the Resident's access to housing facilities.

Upon the Senior Director's issuance of a Notice of Termination, Resident shall vacate the premises immediately or within such time period specified by the Senior Director in the Notice of Termination, and Resident will continue to be liable for the contract amount. If the termination is due to Resident's academic dismissal or suspension from University, Resident shall have 48 hours to vacate Resident's room or apartment and continue to be liable for the Contract Sum.

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 Senior 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

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. ~~At~~ 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'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 all its, its, personal

19. If a court determines that any part of this Release is