

In the following specific scenarios, Housing and Residence Life will approve a contract cancellation request without financial penalty: The Resident graduates (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 an 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. A student choosing to take on-line or hybrid course(s) is not grounds for contract cancellation release without financial penalty.

For students assigned to The Flats at UNF there is an established Contract Transfer process. A Contract Transfer allows the Resident to identify an eligible UNF student, who does not already have an active housing contract, during certain periods of time to complete a contract in exchange for their cancellation with a reduced financial penalty. Details about the Contract Transfer process can be found on the main UNF Housing and Residence Life website. There are designated time periods in which a Contract Transfer cannot occur. These periods are typically active assignment periods in which priority for space has already been established. As such Contract Transfers are not permitted prior to the drop/add period of any academic term and are not permitted when the Department is maintaining an official Standby List. Housing and Residence Life reserves the right to deny a Contract Transfer request.

2. **CONTRACT TERMINATION UPON STUDENT'S WITHDRAWAL FROM THE UNIVERSITY:** The Contract will automatically terminate upon the Resident's withdrawal from the University or FSCJ, 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. 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. 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 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, 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 the Contract of a Resident due to default, 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

medium; use Resident's name, likeness, voice and biographical material in connection

