

Residency Requirement

Effective Spring 2023 the Boca Raton Campus Residency Requirement for First Time in College (FTIC) or transfer students taking 12 or more credit hours has been suspended.

Florida Pre-Paid "Dormitory Plan" Information

The Dormitory Plan is designed to pay for a double-occupancy, air-conditioned dormitory room at a State University in Florida; currently defined as Heritage Park Towers or Glades Park Towers double room. Florida Pre-Paid determines the allowable housing amount by June 1 of each year. Students may request room preferences for spaces that are not covered by Florida Pre-Paid and are responsible for paying any additional costs. You must indicate on the contract that you are a Florida Pre-Paid "Dormitory Plan" participant. The "Dormitory Plan" does not cover the \$100.00 non-refundable administrative processing charge. If the Student lives in a room type that costs more than what is covered by Florida Pre-Paid Dormitory Plan, then the Student is responsible for any housing charges not covered by the Florida Pre-Paid Dormitory Plan.

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 Education utilizes email to communicate information including, but not limited to: assignments, billing issues, and waiting list status.

Contract Terms and Conditions

HOUSING ADDENDUM: The attached Addendum to the Summer 2022, Fall 2022 – Spring 2023 and Spring 2023 On-Campus housing contract is fully incorporated into the terms of this agreement.

1) RESIDENCY REQUIREMENTS

- A. Boca Raton Campus: 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, students who are married by the first day of classes or have dependent children. 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.**
- B. Wilkes Honors College Jupiter Campus: All FTIC Honors College students are required to live in University housing for the first two years of their enrollment. Exceptions are made for students who are 24 years of age or older on the date of their initial matriculation at the Honors College or for students who are married, or have dependent children Transfer students entering the Wilkes Honors College with a fully completed associate of arts degree or who have completed two years of college previously, which they pursued after high school, do not need to live on campus. Transfer students who have completed one year of college are required to live on campus for one year. Spring transfer students who have only completed one semester of college are required to live on campus for three semesters. Students who wish to be exempt should apply for an exemption by July 1 for fall and December 1 for spring. 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 18, 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.
- Spring semester only or any portion of the contract remaining at the time this contract is signed.
- Summer semester or any portion of the summer semester.

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 charges 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 18.

- 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 summer only contract, the contract covers the student's residency from the official opening of the summer 1, 2 or 3 term contract until 5 p.m. on the last day of summer classes for the summer term contract the student has selected.

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 CHARGES:** The student agrees to accept the assigned space in University Housing and pay housing charges on or before the published payment dates, which can be found on the web at <https://www.fau.edu/controller/student-services/payment/>. Current charges can be found at www.fau.edu/housing. It is the responsibility of the student to routinely check their 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 housing contract processing charge. 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 pro-rated basis if the room type changes. **Failure to pay charges 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 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/ replace fobs, 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 *Community Guide* 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 14). The student must also complete and acknowledge receipt of an electronic room inspection form and return all keys/fobs to the Area Office. If the student is departing prior to the end of the semester, a contract Release Request form must be completed prior to checkout (see also paragraph 18). 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 Education's Community Standards. Basic housing is a room occupied by two persons of the same gender.
- 8) **ASSIGNMENT PROCEDURES AND PRIORITIES:** Current residents who do not have a University balance are given first priority to complete a housing contract and select a room until the final date of the "Renewal Process". Students who complete a housing contract after the renewal process will be assigned housing based on availability. Preferences are based on availability and cannot be guaranteed. Residents in which the housing contract and \$100 non-refundable processing charge are received by the Department of Housing and Residential Education 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 student agrees to accept the assigned space, regardless of preference, and may only cancel the contract according to those terms outlined in paragraph 18. 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 charges, 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 *Community Guide* available on the FAU Housing website.
- 10) **CHANGES IN ASSIGNMENTS:** No changes in assignments will be made based on age, race, religion, national origin, sexual orientation, or disability, except as recommended due to a housing accommodation/modification from Student Accessibility Services. Room changes may be made only after written approval is communicated from the Department of Housing and Residential Education. Failure to follow established room change procedures as outlined in the *Community Guide* 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 and 10). For specific information on consolidation, please see the *Community Guide* 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 4.007), and the *Community Guide*. These resources are available online at <http://www.fau.edu/studentconduct> and <http://fau.edu/housing/communityguide/>. The 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 Community Guide 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) **ANIMAL POLICY:** Possession of animals, other than fish as defined below, are prohibited. Any cost associated with the possession of an illegal animal will be charged to the responsible resident(s) or to all residents of the room/apartment, (damaged furniture, cleaning, pest control, etc.). Feeding or petting stray or wild animals is prohibited. Fish, may be maintained as pets, as long as they are kept in fish tanks which are no larger than 10 gallon capacity. Residents are responsible for maintaining the tanks and are responsible for any and all damage caused by the fish or the tank. This policy shall not affect the approval process of service animals or verification process of emotional support animals by Student Accessibility Services. **Failure to comply with this process as outlined by SAS regarding services animals <https://www.fau.edu/sas/current/animals.php> and emotional support animals <https://www.fau.edu/sas/academic-support.php> may result in a Code of Conduct Violation and/or a breach of the Housing Contract.**
- 14) **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.
- 15) **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.
- 16) **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 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 *Community Guide*, 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 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.

- 17) **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 their parent or guardians' 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, off campus hotel/housing 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, lightning, 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 Florida Atlantic University Board of Trustees, the Florida Board of Governors, the State of Florida, and its respective officers, directors, members, managers, agents, employees and legal representatives from any and all liabilities, claims, suits, demands, losses, damages, fines, penalties, charges, 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.

- 18) **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 will not be enrolled in classes for the minimum required credit hours for housing eligibility AND who completes a Contract Cancellation Request form by July 1 for the fall semester, November 1 for the spring semester and May 1 for the summer semester will not be assessed a cancellation charge regardless of if the student has been assigned a housing space.
 - B. The student who will not be enrolled in classes for the minimum required credit hours for housing eligibility AND who completes a Contract Cancellation Request form between July 2 and the first day of move in for the fall semester, November 2 and the first day of move in for the spring semester and May 15 until the first day of move in for the summer semester will be assessed a \$300 cancellation fee regardless of if the student has been assigned a housing space.
 - C. The student who does not check in to the assigned space and is not enrolled in classes for the minimum required credit hours for housing eligibility and has not completed a Contract Cancellation Request form by the first day of move-in for the Fall, Spring or Summer semester (based on the agreed contract

term the student entered into) will be assessed a \$300 cancellation charge plus daily pro-rated housing charges until the end of add/drop as published in the university academic calendar at <https://www.fau.edu/registrar/registration/calendar.php> regardless of if the student has been assigned a housing space. If the student has been assigned a housing space, 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.

- D. The student who is enrolled at FAU for the minimum required credit hours for housing eligibility 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.**
- E. The student who will be away from campus for the semester for University-sponsored programs, including student teaching or interning, further than 30 miles away from campus may request a cancellation of the contract, with no cancellation charge, prior to July 1 for the fall semester, November 1 for the spring semester, or May 1 for the summer semester. After that date, a \$300 cancellation fee will be applied to cancellations made between July 1 to the start of the fall semester, November 2 to the start of the spring semester or May 2 to the start of the summer 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.
- F. 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 Education of their academic status and subsequent need for a contract cancellation. If the student notifies housing and removes all personal belongings within ten days of the suspension/dismissal, no cancellation charges will be applied. Prorated housing charges will apply if the student resides in the space during the 10 days. After ten days a \$300 cancellation charge plus a prorated daily housing charge will be assessed until the official date of checkout.
- G. The Student who withdraws from all classes during the semester is required to leave University Housing within 48 hours of the withdrawal. Housing charges will be pro-rated up to thirty-five calendar days after the first day of classes, the Student will be assessed a \$300 cancellation charge plus a prorated daily housing charge. Unless approved for an Exceptional Circumstances Withdrawal (ECW), housing charges will not be pro-rated after the forty-five calendar days.
- H. Residents who make a request to be released from their housing contract and are denied may file an appeal to 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 after the deadline 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 decisions by the Housing Appeals Committee shall be final.
- 19) CONTRACT MODIFICATION OR TERMINATION:** This contract may be modified or terminated for cause as determined by the Vice President for Student Affairs or 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, *Community Guide* 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.
- 20) Resident acknowledges that Florida Atlantic University Housing facilities are located in Florida, which has a climate conducive to mold and mildew, and that it is necessary to provide proper ventilation and humidification of rooms to retard and prevent the growth of mold and mildew. Resident agrees to be responsible for properly ventilating and dehumidifying the room and suite/apartment and contents to retard and prevent mold and mildew, and that the University shall not be responsible for damage to the room, suite/apartment or personal property of the resident for damages caused by mold and mildew. Residents are responsible for knowing and following recommended procedures as set forth in the Community Guide related to mildew and mold prevention and removal.
- 21) **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, their 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 Education, 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 Education, Main Office.

Unless the Student completes an appropriate Opt Out of Photograph Release form, the Student's presence in or around Housing & Residential Education facilities and/or properties, as well as on and off campus Department of Housing & Residential Education sponsored events, will constitute their consent to the capturing and/or use of their image and/or voice, name and biographical material by the Department of Housing & Residential Education 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 Education to utilize that photograph or recording and name and biographical material accordingly.

ACCEPTANCE OF CONTRACT TERMS AND CONDITIONS

I have read, fully understand, and agree to the terms, conditions, and policies of this contract and attached addendum. I specifically understand and agree to the terms, costs, consolidation and/or vacancy options, and the cancellation sections of this contract, and I understand that if I violate the terms of paragraph 19 regarding illegal drug-use on campus, this contract may be terminated and I may be evicted from University Housing. I understand that new residents or residents who have had a lapse in continuous on-campus residency during the academic year must pay a \$100.00 non-refundable administrative processing charge which must be submitted with this contract. Returning residents who have not had a lapse in on-campus residency will not be assessed the \$100 non-refundable administrative processing charge.

Signature of Student – Required (*electronic signatures are accepted for all online housing contracts for students over 18 years of age*)

Signature of Parent/Legal Guardian
(*electronic signature consent from parent or legal guardian is required and accepted for all students under 18 years of age*)

Florida Atlantic University
Department of Housing and Residential Education
Addendum to the Summer 2022, Fall 2022 – Spring 2023, and Spring 2023 On-Campus Housing Contract

As a resident holding a contract and residing with FAU's Department of Housing & Residential Education, the 2019 Novel Coronavirus (COVID-19) will impact your housing experience as we continue to make public health-informed decisions. We recognize that the COVID-19 situation may present challenges and concerns for some of our residents. We also recognize that, even as we follow the CDC guidance on community living environments, residing in a residence hall or student apartment community with other students as roommates, suite-mates or neighbors may create risk of exposure to COVID-19. While FAU is taking steps to reduce the risk of COVID-19 on campus, those steps require all members of our community to share in that responsibility while recognizing that FAU cannot guarantee an environment free of COVID-19.

As the University releases its academic plans for future semesters, some of your classes may be offered remotely or in person. **Housing contracts will not be canceled due to changes to in person or online classes. Students who enroll in nine credit hours or greater, regardless of online or in person instruction, may not cancel their housing contract due to changes in course scheduling or method of delivery.**

Please note that we cannot guarantee a single-bedroom occupancy to all students who request it. As a result, we will wait to issue housing assignments for student who did not select a space through the housing renewal process, until May 2022 for Summer 2022 terms, June 2022 for the Fall 2022 semester and December 2022 for the Spring 2023 semester. Additionally, it is important to keep in mind that the availability of FAU Dining services, including where and how those services will be offered to residential students, is subject to modification by the University in order to address changing public health concerns. FAU Dining will make every effort to offer a robust all you care to eat residential dining program experience while adhering to guidance provided by the CDC and university requirements. FAU Dining may limit the occupancy of dining facilities, limit the amount of time students may stay in dining facilities, and make other operational adjustments as necessary. The semester rental rate for on-campus halls and [FAU Dining](#) plans will not be adjusted.

Living on Campus:

In order to follow current public-health guidance, the on-campus housing environment maybe be different from what you may have experienced in previous semesters. The changes in use of the facility, gathering of students for support and events, and the expectations of our residents are designed to encourage social distancing and minimize exposure.

This Addendum, including the policies below, are hereby incorporated into the FAU On-Campus Housing Contract and the Housing and Residential Education *Community Guide*.

Please take the time to carefully review each item.

- 1. COVID-19.** Taking steps to minimize the risk of COVID-19 infections (or any other spread of disease) at FAU is a shared responsibility of each member of our community. This means adhering to national, state, and local health guidelines and requirements, and adhering to [FAU's Health and Safety Plan](#). Each resident understands that if they return to the physical campuses of FAU, there is a risk of being exposed to or contracting COVID-19. By returning to campus, each resident: acknowledges that they have considered their own personal health status and the increased risk factors inherent in community living; understands the risk of exposure; and has decided to utilize FAU's on-campus facilities knowingly and voluntarily.
- 2. Residence hall opening and/or closing dates fluctuation.** The University continues to monitor updated guidelines and recommendations in order to determine the best time to open the residence halls for each semester. Once we have announced dates for move-in, those dates could change, and there is no guarantee that on-campus residences will be open for the full semester.
- 3. Health and safety.** All members of the FAU Housing community—residents, staff and visitors (where permitted)—are expected to act in a manner that demonstrates consideration for the health and safety of the community. Residential students are prohibited from creating a health or safety hazard within FAU Housing, and staff may require a resident to leave FAU Housing if their continued presence in the community poses a health or safety risk. Residential students are required to comply with health and safety laws, orders, ordinances, regulations and health and safety guidance adopted by FAU and FAU Housing, including FAU's [COVID-19 Health & Safety Plan](#). This includes social distancing, limitations on mass gatherings, wearing face coverings, COVID-19 diagnostic and surveillance testing (including before or upon arrival to campus), contact tracking/tracing, disinfection protocols, limitations on guests and quarantine/isolation requirements (before and after arrival to campus). Residential students are required to comply with directives from FAU Housing to leave their assigned space due to COVID-19 or other public health emergencies should they arise. Failure to do so is a violation of the Housing Agreement and the Student Code of Conduct, and may subject a student to emergency removal from their assigned space.
- 4. Quarantine/isolation.** Not all FAU Housing residential rooms or halls are appropriate for self-quarantine or self-isolation. In situations where a student is required to self-quarantine or self-isolate, the student may not be permitted to continue residing in their residential space and will be provided alternative housing arrangements as needed. Removal from FAU Housing to isolate or quarantine does not constitute a termination of a residential student's housing contract.
 - o FAU Department of Housing and Residential Education will work closely with Student Health Services and the Dean of Students to determine if a student should be relocated to a quarantine/isolation location.
 - o Any on-campus resident who tests positive or is considered to be presumptive positive for COVID-19 or has been exposed to individuals with a positive test result may be moved temporarily to another hall during a mandated quarantine/ isolation time. Students will need to stay in the quarantine/isolation location until they receive medical clearance from Student Health Services before being allowed back into their assigned room and hall.
 - o Residential students are required to comply with any de-densifying efforts on campus due to COVID-19 or other public health emergencies, including, but not limited to, the relocation of all or some residential students to alternative housing. Relocation does not constitute a termination of a residential student's housing contract and will not lead to an adjustment in housing fees.

5. **Cleaning.** FAU Housing will continue to implement and modify its cleaning protocols to address COVID-19 and any other public health emergencies. FAU Housing will educate and inform residential students on appropriate cleaning protocols within their assigned spaces, including shared kitchens, bathrooms and living areas, to attempt to reduce the spread of COVID-19. Residents will be responsible for obtaining cleaning supplies based on [CDC guidelines](#) to maintain a clean-living environment within their assigned space. FAU Housing and Residential Education will clean all private residential spaces prior to student move-in and provide regular cleaning and sanitizing of public areas such as lobbies, hallways and elevator areas. Housing and Residential Education staff will not be able to clean and/or sanitize shared bedrooms, bathrooms and/or living areas only once before the spring semester begins. An occupied space will need to be maintained by students occupying the room after one-time cleaning and sanitization.
6. **Community Living Expectations.** Residential students must adhere to the following rules:
 - a) Students are required to wear face coverings in lobbies, lounges and other public spaces within the residence halls/student apartment communities. Any student meeting with a staff member will also wear a face covering throughout the meeting.
 - b) Students may not gather in groups larger than those specified in the [FAU Health and Safety Plan](#) and must practice social distancing.
 - c) Elevators will be limited to one person, family or roommate pair at a time.
 - d) **Guests and Visitors:**
 - i. Nonresidential guests and visitors will not be allowed inside FAU Housing until further notice. An exception will be made during the move-in process. During move in, students will be limited to two helpers. All helpers assisting students will be required to wear face coverings at all times while inside the buildings.
 - ii. No visitors/guests (including overnight guests) from outside the student's hall are permitted. Residents may only have one resident as a guest in their assigned bedroom or living room. This guest may not reside outside of the host residence hall or student apartment community.
 - iii. Access to residential spaces is restricted to residential students, University staff and University-approved vendors.
 - iv. Residents may only enter the residential building to which they are assigned unless otherwise posted (i.e., to access critical services such as mailroom or staff offices).
 - v.
7. **Room Assignments.** Student-initiated room change requests will be restricted or limited after occupancy. The University may restrict the full use of spaces and amenities within the residential community.
8. **Amenities and Common Areas.** Programming and support for student success will be offered consistent with CDC Guidelines and the [FAU Health and Safety Plan](#). Access to and use of amenities/spaces may be restricted or limited in capacity (community space, lounges, kitchen, laundry rooms, elevators, etc.). Ice machines and microwaves will not be available for the residents in common kitchens. Students can bring a residential microwave to use in their own room. Use of water fountains and bottle filling stations will be restricted. Recreation areas, including pools, volleyball pits and fitness centers, will have limited hours and may remain closed.
9. **Compliance.** In order to maintain community standards, students are encouraged to work with the Housing & Residential Education staff to resolve conflicts and concerns as they arise. In situations where a student's behavior may be adversely affecting the learning or living community, however, FAU reserves the right to take student conduct action in accordance with FAU Regulation 4.005 and the FAU Student Code of Conduct, Regulation 4.007. The outcome of this student conduct action may include, among other sanctions, a change of housing assignment or the cancellation of the Housing and Residential Education contract.
10. **Termination.** Upon reasonable notice, FAU Housing reserves the right to terminate housing contracts due to public health emergency needs, including COVID-19. In the event of a conflict between this Addendum and the Housing Contract, this Addendum will prevail.

Although we have preventative measures in place to reduce the spread of COVID-19 and other illnesses, University Housing cannot guarantee that residents will not be exposed to COVID-19. **By continuing to live on campus, you acknowledge there is an elevated risk of contracting any contagious illness simply due to the dense population in the residence halls.**

Please direct all questions to our email at housing@fau.edu or via phone at 561.297.2880.