

UNIVERSITY HOUSING 12 MONTH CONTRACT (Fall, Spring, and Summer Semesters)

**PLEASE COMPLETE ALL PAGES OF THE CONTRACT AND
MAKE A COPY FOR YOUR RECORDS.**

You **MUST** submit a **\$200.00 security deposit** in order for your contract to be processed.

When this contract is completed, signed and returned to the Department of Housing and Residential Life, it establishes a legal, binding, academic-year-long contract between the Student, parent or guardian (if applicable) and the Florida Atlantic University Board of Trustees.

Last Name	First Name	Middle Initial	Z Number	Date of Birth (MM/DD/YYYY)
Permanent Address (Street)		(City)	(State)	(Zip Code)
Permanent Telephone	Mobile Telephone	E-mail Address		

Contract Term <small>(Check One)</small>	<input type="checkbox"/> Fall, Spring, and Summer (20__ - 20__)	<input type="checkbox"/> Spring and Summer Only (20__)		Gender	<input type="checkbox"/> Male	<input type="checkbox"/> Female
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Classification <small>(Check One)</small>	<input type="checkbox"/> Freshman	<input type="checkbox"/> Sophomore	<input type="checkbox"/> Junior	<input type="checkbox"/> Senior	<input type="checkbox"/> Graduate Student
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Financial Aid	<input type="checkbox"/> I anticipate using financial aid to pay for my housing costs.	<input type="checkbox"/> I will use the Florida Prepaid Dormitory Plan toward my housing costs.
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Roommate Requests	Requested Roommate's Name	Requested Roommate's Z Number
	The University will attempt to honor roommate requests when BOTH students have indicated each other as roommates on the Housing Contract, and both have submitted all required materials at the same time, packaged together, by May 1 .	

I request special housing consideration based upon a disability.

Yes No

(If yes, please contact the Office for Students with Disabilities at 561-297-3880. Paperwork must be submitted **by June 1**).

I smoke cigarettes or cigars.

Yes No

(Smoking is not permitted in any University buildings in accordance with the Florida Clean Air Act. When possible, non-smoking residents will be paired to accommodate personal and medical preferences).

Building and Room Preferences		
<small>Indicate 1st, 2nd, and 3rd Preferences below</small>		
University Village Apartments <small>(No Freshmen)</small>	Single Bedroom in 4 Bedroom Apartment	
University Village Apartments <small>(No Freshmen)</small>	Double Bedroom in Studio Apartment	
Algonquin Hall	Single Bedroom	
<p><small>Every effort is made to assign students according to the indicated preferences; however, preferences are not guaranteed. If your preference is not available, the next closest living style will be assigned. When preferred space is filled, contracts and assignments will not be cancelled and payment will not be refunded.</small></p> <p>To increase your chances of getting your room preference, apply early.</p>		

<small>For Office Use Only / Do Not Mark This Area</small>	
Check # _____	Bldg _____
CC _____	Room _____
Amount _____	
Receipt # _____	
CRC _____	

Student Information Release

In accordance with the provisions of the Buckley Amendment and the Family Educational Rights and Privacy Act, the Department of Housing and Residential Life cannot release certain information contained in the Student's educational records, including financial information. The following release authorizes the Department of Housing and Residential Life to discuss or release specific student information, as approved by the resident (and/or parent or guardian if the Student is not 18 years of age when the Contract is signed). This release does not conflict with the FAU Parental Notification Policy for Drug and/or Alcohol Violations.

I authorize the release of information contained in housing/student account records to those individuals listed below.

Please print names below of individuals authorized to receive this account information. If no names are listed, information cannot be shared.

Immunization Requirement

It is a requirement of Florida law that the Student residing in University housing provides documentation of vaccinations against meningococcal meningitis and hepatitis B, unless the Student has signed a waiver declining each of these vaccinations. The Student must also acknowledge receipt and review of the University-provided information concerning meningococcal meningitis and hepatitis B. If the Student is a minor, the minor's parent or legal guardian must sign the waiver. A copy of the immunization form can be obtained at the Office of Student Health Services. By signing below, the Student, or the Student's parent or legal guardian (if Student is a minor), certifies that the Student has complied with this requirement of law. Failure to comply with this requirement constitutes grounds for termination of the Housing Contract.

I understand that I must provide the appropriate immunization information to Florida Atlantic University in order to live in University Housing.

Signature of Student

Date

Signature of Parent/Guardian

Date

Required only if student is under 18 years of age

Statement of Criminal Record

This item MUST be completed in order for the Student to be assigned. Residents are under a continuing duty to report convictions of crime, even if adjudication or sentence has been withheld. This duty includes specifying the nature of the crime, when and where it occurred and the case number. This information must be provided with this Contract, or in the event of a conviction occurring after the submission of the Contract, it should be provided in writing to the Director of Housing and Residential Life within ten (10) days of the conviction. By signing this Contract, the Student agrees to this term, as well as to the continuing duty to comply with this provision.

Have you ever been convicted of a crime, either a misdemeanor or felony, anywhere, either within or outside of the United States? (A plea of no contest, or its equivalent, or a withholding of adjudication, or its equivalent, is still a conviction for purposes of this Contract.)

No

Yes

If the answer is yes, please provide the following information on a separate page:

- Case number
- Nature of the crime
- When and where the crime occurred

ACCEPTANCE OF CONTRACT TERMS AND CONDITIONS

I have read, fully understand, and agree to the terms, conditions, and policies of this Contract. I specifically understand and agree to the terms, costs, consolidation and/or vacancy options, and the cancellation sections of this Contract. I understand that a \$200.00 security deposit must be submitted with this contract.

Date

Signature of Student – Required – Must Be in Ink

Date

Signature of Parent/Legal Guardian – Required Only If Student is Under 18 Years of Age

Contract Terms and Conditions

- 1) **RESIDENCY REQUIREMENT:** All full-time freshman students are required to live in University Housing depending upon space availability. Exceptions are made for students residing with their parent or legal guardian within a 50 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 **prior** to the start of the academic year (spring for spring-only residents). Once the contract is signed and the academic year has begun, an exemption will not be granted, nor will the contract be cancelled for this purpose.
- 2) **ELIGIBILITY FOR RESIDENCY:** A person must be admitted as a full time, degree-seeking Florida Atlantic University undergraduate or graduate student to be eligible for University housing. The student must remain enrolled full-time throughout the Fall and Spring semesters. There is no enrollment requirement for the Summer semester.
- 3) **CONTRACT TERMS AND CONDITIONS:** This contract is for a space in the University housing system, and covers the entire calendar year (**Fall, Spring, and Summer semesters**), or any portion of the calendar year remaining at the time this contract is signed. Residence in University residence halls requires participation 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.
- 4) **OCCUPANCY PERIOD:** This contract is for the entire calendar year (**Fall, Spring and Summer semesters**) and 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 Summer semester or until noon on the last day of the FAU Summer semester per the FAU Academic Calendar, whichever comes first. 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.**
- 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. 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 security deposit. Room rates are reduced only for the student who 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 fees in a timely manner will be a material breach of this contract.**
- 6) **CHECK OUT:** The student must check-out within 24 hours after the student's last final exam of the Fall semester for those not enrolling for the Spring semester, or by noon on the last day of the Summer 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, disciplinary action, or any or all of the foregoing. In 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*. 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 to the Area Office. If the student is departing prior to the end of this contract, a Contract Release Request form must be completed (see also paragraph 16). Failure to comply with this process may result in additional charges.
- 7) **ASSIGNMENT:** Florida Atlantic University is an equal opportunity institution and, as such, assigns University housing space to qualified, enrolled, degree-seeking students without regard to race, color, religion, national origin, disability, or age, as provided by law and in accordance with the University's respect for personal dignity and the Department of Housing and Residential Life's Standards for Community Living.
- 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 other potential residents who are admitted to FAU as degree-seeking students will be assigned according to the date on which the completed and signed Housing Contract and \$200 security deposit are received by the Department of Housing and Residential Life. **The University will attempt to honor roommate requests when both students involved have indicated each other as roommates on the housing contract, and both have submitted materials at the same time, packaged together. This request must be received by May 1.** 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 50 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, disciplinary 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*, which is received by the student at check in.
- 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 will constitute breach of this contract and may be grounds for cancellation, charges for occupying a second room, disciplinary 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 in a room by themselves. Double rooms are normally to be occupied by two students. If one of the occupants does not check in, or moves out, the remaining resident may be offered three choices, at the option of the University (see also Paragraph 9). For specific information see the *Guidebook*.
- 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 and the *Guidebook*. 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. The Student agrees to abide by all additional rules and regulations that are adopted.
- 13) **CARE OF FACILITIES:** The Student is responsible for care of rooms, furnishings, and equipment in University housing. The student is responsible for keeping the assigned unit clean and sanitary. 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/CARD ACCESS:** The student agrees not to duplicate any keys assigned, or to transfer their keys or identification card to another person, and will be subject to disciplinary action or termination of this contract if this occurs. If keys are not returned at check out, or if the keys are lost or stolen, the student agrees to pay for all lock changes and key replacements. The 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 or state designees enter the student's rooms/apartments/suites 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.

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 for other emergency purposes exist, they may enter the student's rooms/apartments/suites/house without notice. Student's signature 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 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.

- 17) **CONTRACT CANCELLATION:** At a minimum, this Contract is in force as long as the Student is officially enrolled during the Fall and Spring semesters as outlined in Paragraph 2, and the Summer semester when enrollment is not required. This contract is in force 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 form according to the following guidelines:

- A. If the student is denied admission to the University, there shall be no cancellation fee and a full refund of any payments will be made.
- B. The student who does not check in to the assigned space by the first day of classes for the Fall semester (or the first day of classes for new Spring residents) and who is not enrolled will be assessed a \$200 cancellation fee. The student's assignment will be forfeited and the student will need to submit a new Housing Contract and deposit for future terms.
- C. The student who wishes to cancel the Contract prior to the start of the Contract year may do so under the following guidelines, and with the indicated cancellation fees:

Cancellations of Full Academic Year Contract

- Postmarked by June 15th\$50.00 cancellation fee
- Postmarked by July 15th\$100.00 cancellation fee
- Postmarked by August 15th\$150.00 cancellation fee
- After August 16th\$200.00 cancellation fee

Cancellations for New Spring Residents

- Postmarked by November 1\$50 cancellation fee
- Postmarked by December 1\$100 cancellation fee
- Postmarked between Dec. 2 and Jan. 1\$150 cancellation fee
- Postmarked after January 1\$200 cancellation fee

- D. The Spring resident who will graduate in May can request a cancellation of the Contract, with no cancellation fee, prior to March 1. After that date, a \$200 cancellation fee will be applied.
- E. The Fall resident who will be away from campus for the Spring semester for University-sponsored programs, including student teaching, interning or co-oping away from campus may request a cancellation of the Contract, with no cancellation fee, prior to November 15th. After that date, a \$200 cancellation fee will be applied. Documentation is required. Residents who wish to return to University Housing afterwards are not guaranteed a space.
- F. The Fall resident who will graduate in December may request a cancellation of the Contract, with no cancellation fee, prior to November 15th. After that date, a \$200 cancellation fee will be applied.
- G. The Contract of the Student who is suspended or dismissed from the University for the Spring semester 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, no charges will be applied. After January 1, a \$200 cancellation fee plus a prorated daily housing charge will be assessed until the official date of checkout.

The Contract of the Student who is suspended or dismissed from the University for the Summer semester 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 May 9, no charges will be applied. After May 9, a \$200 cancellation fee plus a prorated daily housing charge will be assessed until the official date of checkout.

- H. The Student who withdraws from classes during either the Fall or Spring terms is required to leave University Housing within 48 hours of the withdrawal. The Student will be assessed a \$200 cancellation fee plus a prorated daily housing charge.
- I. A Contract Buy-out is available to any student who is not bound by the Freshman Residency Requirement (see paragraph 1). Contract Buy-out requests may be made by a student after August 25th (for Fall/Spring/Summer) for reasons other than those listed above in C, D, E, or F. The student is assessed a pro-rated housing charge plus 50% of the remaining contract balance. The resident is not considered officially checked out of University housing until the resident has received written approval, all keys are returned, and a copy of the completed Room Condition Report is signed by the resident and a member of the University housing staff.

- 18) **CONTRACT MODIFICATION OR TERMINATION:** This Contract may be modified or terminated for cause as determined by the Director of Housing and Residential Life, or an authorized designee of the Director. 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 Department of Housing and Residential Life reserves the right to terminate or modify the terms of this Contract when the Director of Housing and Residential Life or an authorized designee learns that the Student has been charged or convicted of a crime or crimes against persons or property, or is involved in any other conduct that may threaten their safety and security or that of other residents. The Student will be given notice and an opportunity to appeal to the Director or an authorized designee of the Director the basis for any proposed modification or termination of this Contract.

- 19) **SECURITY DEPOSIT*:** The security deposit will be held in a separate non-interest bearing account at Bank of America with an address of 625 North Flagler Drive; West Palm Beach, FL; 33401. After vacating the premises for termination or cancellation of this contract, if the University does not intend to impose a claim on the security deposit, the University shall have 15 days to refund the security deposit or 30 days to give the student written notice by certified mail to your last known address of our intention to impose a claim on the deposit and the reason for imposing the claim. Any fees for damages or cancellation owed to the University will be deducted from the security deposit before a refund is issued. All refunds will be credited to your student account. If a new housing contract is signed before the termination of this contract, the balance of your security deposit will automatically be carried forward to the new contract.

*Section 83.49(3), Florida Statutes provides as follows: (3)(a) Upon the vacating of the premises for termination of the lease, if the landlord does not intend to impose a claim on the security deposit, the landlord shall have 15 days to return the security deposit together with interest if otherwise required, or the landlord shall have 30 days to give the tenant written notice by certified mail to the tenant's last known mailing address of his or her intention to impose a claim on the deposit and the reason for imposing the claim. The notice shall contain a statement in substantially the following form:

This is a notice of my intention to impose a claim for damages in the amount of _____ upon your security deposit, due to _____. It is sent to you as required by s. [83.49\(3\)](#), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to [Florida Atlantic University; Department of Housing and Residential Life; 777 Glades Road; Boca Raton, FL 33431-0991].

If the landlord fails to give the required notice within the 30-day period, he or she forfeits the right to impose a claim upon the security deposit.

(b) Unless the tenant objects to the imposition of the landlord's claim or the amount thereof within 15 days after receipt of the landlord's notice of intention to impose a claim, the landlord may then deduct the amount of his or her claim and shall remit the balance of the deposit to the tenant within 30 days after the date of the notice of intention to impose a claim for damages.

(c) If either party institutes an action in a court of competent jurisdiction to adjudicate the party's right to the security deposit, the prevailing party is entitled to receive his or her court costs plus a reasonable fee for his or her attorney. The court shall advance the cause on the calendar.

(d) Compliance with this section by an individual or business entity authorized to conduct business in this state, including Florida-licensed real estate brokers and sales associates, shall constitute compliance with all other relevant Florida Statutes pertaining to security deposits held pursuant to a rental agreement or other landlord-tenant relationship. Enforcement personnel shall look solely to this section to determine compliance. This section prevails over any conflicting provisions in chapter 475 and in other sections of the Florida Statutes, and shall operate to permit licensed real estate brokers to disburse security deposits and deposit money without having to comply with the notice and settlement procedures contained in s. [475.25\(1\)\(d\)](#).