

UNIVERSITY HOUSING SUMMER CONTRACT

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

New Housing Students -- 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, Summer term 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	Cellular Telephone	E-mail Address		

Contract Term <small>(Check One)</small>	<input type="checkbox"/> Summer 1 May 15- August 9, 2011	<input type="checkbox"/> Summer 2 May 15- June 24, 2011	<input type="checkbox"/> Summer 3 June 23 – Aug. 9, 2011	Gender	<input type="checkbox"/> Male	<input type="checkbox"/> Female
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Classification <small>(Check One)</small>	<input type="checkbox"/> Freshman --First Time in College	<input type="checkbox"/> Sophomore	<input type="checkbox"/> Junior	<input type="checkbox"/> Senior	<input type="checkbox"/> Graduate Student
	<input type="checkbox"/> Freshman –With Transfer Credits (Not including Advanced Placement)				

Financial Aid	<input type="checkbox"/> I anticipate using financial aid to pay for my housing costs.
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Roommate/ Suitemate Requests	Requested Roommate/Suitemate Name	Requested Roommate/Suitemate Name	Requested Roommate/Suitemate Name
	Z Number	Z Number	Z Number
	The University will attempt to honor roommate requests when ALL students have indicated each other as roommates on the Housing Contract, and have submitted all required materials at the same time, packaged together, by April 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 **April 4**).

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).

Every effort is made to assign students according to the indicated preferences; however, preferences are not guaranteed. Roommate requests are given the highest priority in room assignments, and may prevent students from receiving their room preferences in order to fulfill that request. 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.

To increase your chances of getting your room preference, apply early.

For Office Use Only /
Do Not Mark This Area

Check # _____ Bldg _____

CC _____ Room _____

Amount _____

Receipt # _____

CRC _____

FAU Department of Housing and Residential Life

☎ 5353 Parkside Drive, Suite 108
Jupiter, FL 33458-2906

☎ 561.799.8828

☎ 561.799.8826

🌐 www.fau.edu/housing/Jupiter

Student Information Release

In accordance with the provisions of the Buckley Amendment and the Family Educational Rights and Privacy Act (FERPA), the Department of Housing and Residential Life cannot release certain information contained in the Student's educational records, including financial information without the student's consent. The FAU Consent to Release Confidential Student Information form can be found at <http://www.fau.edu/registrar/pdf/Docs/UniversityFERPAWaiverForm.pdf>. Students who would like for parents, guardians, or others to be able to have access to their housing information must complete the form, making sure to check the box for Housing and Residential Life, and submit it to the Office of the Registrar. Information will not be released to a third party without a completed form.

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

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/irm/myfau. For issues with logging into MyFAU, contact the IRM Help desk at 561-297-3999. Students should add housing@fau.edu to their address books in order to avoid having important information filtered to "junk" mail boxes.

The Department of Housing and Residential Life utilizes email to communicate information including, but not limited to, assignments, billing issues, and waiting list status so students are responsible for checking their email regularly.

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 term. Once the contract is signed and the summer term 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 term of this Contract.
- 3) CONTRACT TERMS AND CONDITIONS:** This Contract is for a space in the University housing system, and covers the Summer term or any portion of the summer term remaining at the time this contract is signed. 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 Summer term 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 Summer semester per the FAU Academic Calendar, whichever comes first. The official opening date for University housing can be found at www.fau.edu/housing. University housing considers the student to be occupying the assigned accommodation when the student signs for room keys at check-in day and keys 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. 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 Summer term 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 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 the Summer term, a Contract Release Request form must be completed (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, 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. The basic accommodation is a room occupied by two persons of the same gender.
- 8) **ASSIGNMENT PROCEDURES AND PRIORITIES:** 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 April 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, 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*, 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, 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 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 consolidation 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 suite-mates 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 conduct 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 Summer term 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 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: provided, however, where a student has occupied University housing, such student shall be responsible for a pro-rata of the Contract amount pertaining to the period of occupancy.
 - B. The student who does not check in to the assigned space by the first day of classes for the Summer term and who is not enrolled will be assessed a \$250 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 Summer term may do so under the following guidelines, and with the indicated cancellation fees:

Cancellations of Summer 1 or 2

- Postmarked by April 1.....\$100 fee
- Postmarked by April 15.....\$200 fee
- Postmarked by May 1.....\$300 fee
- After May 1.....\$400 fee

Cancellations for Summer 3

- Postmarked by May 1.....\$100 fee
- Postmarked by May 15.....\$200 fee
- Postmarked by June 1.....\$300 fee
- Postmarked after June 1.....\$400 fee

D. The student who does not cancel by the start of the Contract period and is enrolled at FAU will be responsible for the terms and conditions of the contract. Freshmen are bound to the Freshman Residency Requirement (Paragraph 1). Non-freshmen are bound to the contract buy-out option (Paragraph 17.I.).

E. The Contract of the Student who is suspended or dismissed from the University for the Summer term 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 the start of Summer Term 1, 2 or 3, no charges will be applied. After the start of each Summer term, if the student has not removed all belongings, a \$250 cancellation fee plus a prorated daily housing charge will be assessed until the official date of checkout.

F. The Student who withdraws from classes during any of the Summer terms is required to leave University Housing within 48 hours of the

withdrawal. The Student will be assessed a \$250 cancellation fee plus a prorated daily housing charge.

G. 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 June 1 (for Summer 1 or 2) or July 1 (for Summer 3 only) for reasons other than those listed above in C, D, E, or F. The student is assessed a prorated 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:** Upon vacating the premises for termination or cancellation of this contract, the University shall return the security deposit to the student account within 30 calendar days. Any fees owed to the University will be deducted from the deposit before a refund is issued. 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.

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 for new housing students.

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