





# FLORIDA GULF COAST UNIVERSITY

## HOUSING AGREEMENT SUMMER 2010

### TERMS AND CONDITIONS

1. **ELIGIBILITY:** A person must be enrolled for at least one credit hour each semester as a degree seeking undergraduate or graduate student to be eligible for on-campus housing. The Director of the Office of Housing and Residence Life or his/her designee may deem other students eligible for on-campus housing. Applications for on-campus housing are subject to review by the Director of the Office of Housing and Residence Life. Pursuant to such a review, on-campus housing may be denied for cause and any rental fees paid returned prior to occupancy.
2. **TERM:** Subject to earlier termination as provided in Paragraph 6, **THIS AGREEMENT IS FOR THE SUMMER TERMS ELECTED ON THE HOUSING APPLICATION OF THE INDICATED ACADEMIC YEAR**, or any portion of the Summer academic terms remaining at the time the Agreement is signed. The Student will be assessed all fees for the entire term if the Student enrolls but does not occupy the assigned unit and has not canceled this Agreement pursuant to Paragraph 4 below. **The Student shall not be released from this Agreement due to lack of financial resources, dietary or medical needs. Students are urged to carefully consider their circumstances prior to entering into this Housing Agreement.**
3. **BREACH OF AGREEMENT:** Violation of any term, covenant or condition of this Agreement shall be considered a breach of this Agreement. In the event of such a breach, the Student shall be notified in writing by the Director of the Office of Housing and Residence Life or designee. Remedies for breach of this Agreement include, but are not limited to, denial of housing, permanent exclusion from on-campus housing, University disciplinary action, reassignment to another unit, or termination of this Agreement. The determination by the Director of the Office of Housing and Residence Life will be final with regards to all such matters.
4. **CANCELLATION OF AGREEMENT:** In order to initiate a cancellation of this Agreement, **Student must request a cancellation in writing with the Office of Housing and Residence Life.**
  - a. This Agreement may be canceled only if any one of the following conditions is met (written documentation is required in all cases):
    - i. The Student withdraws from, or fails to enroll with, the University;
    - ii. The Student participates in an academic program that requires residence outside the Collier/Lee county areas;
    - iii. The Student is expelled or suspended or judicially removed from housing;
    - iv. The Student graduates and does not continue as an enrolled student in another program;
    - v. The Student gets married after signing the Housing Agreement;
    - vi. The Student is not admitted to the University;
    - vii. The Student joins military service after signing the Housing Agreement;
    - viii. The Student becomes pregnant after signing the Housing Agreement.
  - b. To obtain cancellation of this Agreement, the student is responsible for providing evidence of the occurrence of one of the conditions for cancellation set forth in Section 4A. Cancellation will not be effective until the information is filed with and verified by the Office of Housing and Residence Life. In the event the cancellation is based on the student not enrolling for the following semester, enrollment by the student in that following semester voids the cancellation of the Agreement and the student remains obligated to comply with the terms of this Agreement.
  - c. The University will assess a fee for all approved cancellations of this Agreement. Students receiving approved cancellations for a Summer Term will be assessed a \$150.00 fee if canceled prior to the first day of the summer term classes that was requested to be cancelled. Approved cancellations for any summer term as of the first day of classes are subject to a \$300.00 cancellation fee. An exception to the cancellation fee will be made for graduating students and applicants not admitted to the university. **Charges for on-campus housing will not be removed from a student's University account until all cancellation fees are paid in full.**
  - d. The Director of the Office of Housing and Residence Life or designee may approve cancellations for reasons outside those listed in Paragraph 4a. Approved cancellations for reasons outside those listed in Paragraph 4A are subject to a cancellation fee of \$500.00.
  - e. An exception to the cancellation fee will be made for graduating students, international and national student exchange students, students who are called to military service; applicants who cancel prior to being assigned a space and applicants not admitted to the University. **Charges for on-campus housing will not be removed from a student's University account until all cancellation fees are paid in full.**
  - f. All students whose cancellation requests are not approved remain bound to the Terms and Conditions of this Housing Agreement and are financially obligated for the full amount of the rental fees for the entire length of the Housing Agreement.
5. **NON-ENROLLMENT:** A student who withdraws from, or fails to enroll in, classes during any semester must notify the Office of Housing and Residence Life and vacate the assigned housing unit within 24 hours following his/her withdrawal/non-enrollment from the University. Student must follow all check-out procedures prescribed by the Office of Housing and Residence Life.
6. **TERMINATION OF THE AGREEMENT:** This Agreement may be terminated by the University. In the event of such termination, the Student shall check-out of the housing unit within the time provided in the notice and follow all check-out procedures prescribed by the Office of Housing and Residence Life. The University shall also have the right to cancel this Agreement for any cause it deems reasonable including, but not limited to, violations of any provision of this Agreement or the University's policies, rules or regulations.
7. **APPLICATION FEE AND REFUNDS:** The \$50.00 application fee submitted with the Student's Housing Agreement and application is **non-refundable**. The application fee is also non-transferable to another time period outside the time specified in these Terms and Conditions. The application fee is a processing fee and is not applied towards rental fees or any other fees.
  - a. In the event of cancellation of this Agreement in accordance with the procedures for cancellation prior to the beginning of the third week of classes for the summer term, a pro-rated portion of housing fees will be refunded. The pro-rated portion of housing fees will be calculated from the first official published check-in day to the day the student completes the check-out process and vacates the assigned housing unit. **No refunds of rental fees shall be made for students who check out after the beginning of the fourth week of classes for the summer term.**
  - b. Housing fees will be prorated for students who initiate a Housing Agreement on or after the beginning of the third week of classes. Students who move in or change rooms prior to the beginning of the third week classes will pay the full cost of the unit they reside in for the remainder of the term. Any resident who transfers after they have moved in to a different room that has a different rental rate will be prorated per diem based on the number of days from the first day of move-in until the day the resident check-outs of their current space.

- c. Refunds are processed by the Bursar's Office and inquiries regarding refunds should be directed to that office.
8. **CHECK-IN/CHECK-OUT:** Students may check into their assigned housing unit on the published check-in day and are entitled to remain there until **24 hours after their last day of examinations for the Summer term contracted for or by the published check-out date and time, whichever is sooner** unless this Agreement is terminated earlier.
- In the event of termination or cancellation of this Agreement, students must vacate their assigned housing unit within 24 hours of notice of termination or cancellation.
  - When a Student moves out of a housing unit, the student must schedule a check-out appointment with the Resident Assistant.
  - Failure to follow established check-out procedures will result in a \$150.00 improper check-out fee.
  - Completion of any portion of the check-in procedures, i.e. acceptance of a room key and/or placement of personal belongings in the room, constitutes occupancy.
  - Student is not considered checked-out until all published check-out procedures are followed including but not limited to completion of check-out appointment with Resident Assistant, removal of all belongings, unit cleaned and inspected, and room key returned to the Office of Housing and Residence Life.
  - Belongings/personal items left behind by a Student after the check-out will be considered abandoned property. Any item(s) remaining in the Student's unit after check-out will be discarded. Housing and Residential Life staff is not responsible for belongings/personal items left behind by Students.
  - Students who are approved** to check-in earlier or check-out later than the published dates will be charged a daily conference rate for each additional date. (Conference rates are published on the website for Housing and Residence Life.) **Students not approved** for early check-in or late check-out but remaining in a housing unit beyond the published dates are subject to a daily fee of \$100.00.
  - Students planning to check in after the designated check-in periods are required to notify the Office of Housing and Residence Life of their late arrival. Failure to notify the Office of Housing and Residence Life prior to the first day of classes may result in cancellation of the Housing Agreement and all appropriate cancellation fees.
9. **ASSIGNMENTS:** Assignments are made by the Office of Housing and Residence Life without regard to race, religion, national origin, sexual orientation, age, or disability, except as needed to accommodate a disabled student. Assignment notifications include room type, building, room and roommate information. Housing assignment notifications may be made in the form of email communication and/or written communication. The student is responsible for providing current address information to the University for correspondence.
- Adapted housing is available upon advanced written request and availability.
  - While information provided on the Housing Agreement is considered in making assignments, no guarantee of a specific unit, rate, complex, or space assignment is implied or made.
  - Student understands that the Office of Housing and Residence Life may assign or reassign Student to any space in on-campus housing at any time.
  - Student assigned to any special interest community is subject to all community standards published on the Office of Housing and Residence Life website.
  - Student assigned to an apartment that has an Office of Housing and Residence Life Resident Assistant staff member living as a roommate is subject to additional standards and expectations published on the Office of Housing and Residence Life website.
10. **CHANGES IN ASSIGNMENTS:** Student may not change housing assignments (bedroom or apartment/suite) without following established procedures and obtaining approval from the Office of Housing and Residence Life.
- No changes in assignments will be made based on age, race, religion, national origin, disability, or sexual orientation, except as needed to accommodate a disabled student.
  - Failure to follow established room transfer procedures will constitute breach of this Agreement and will result in a \$100.00 improper transfer charge.
  - The Office of Housing and Residence Life reserves the right to do overflow housing and/or require changes in room assignments, i.e., consolidation, in order to insure maximum utilization of space and resources. Reassignments may occur due to unforeseen events, including but not limited to, enrollment fluctuations, physical facility problems, and staff changes. Room rates may be adjusted.
11. **FEES:** Rental fees are published on the Office of Housing and Residence Life website. The Student shall promptly pay all fees based on the due date in the University system (Gulfline account). In the event of unforeseen occurrences, fees in addition to rental fees may be assessed. The Office of Housing and Residence Life accepts checks, money orders, and traveler's checks drawn on a United States bank.
- Failure to pay fees when due shall be considered a breach of this Agreement and may result in one or more of the following actions being taken: 1) denial of housing and/or housing services; 2) loss of assignment; 3) inability to register for classes; 4) withholding of University records or diploma; and/or 5) turning the matter over for collection.
  - Additionally, a late fee of \$25.00 will be assessed for any payment which is not received when due. A \$100.00 late fee will be assessed if semester bill is not paid in full by final due date.
  - When the University is forced to turn the Student's account over for collection, the Student shall be responsible for all additional costs of collection including attorneys' fees and costs. In the event of court action to enforce the Terms and Conditions of this Agreement, the Student shall be responsible for paying all court costs and fees, including attorneys' fees and costs.
  - Deferments may be granted, provided the Official Notification of Financial Aid Award shows an amount sufficient to pay for tuition, fees, and housing in full.
  - Deferment requests are subject to approval by the Director of the Office of Housing and Residence Life or designee. If a deferral request is denied, the Student must make payment by the published payment date in order to guarantee housing.
12. **USE OF THE ASSIGNED UNIT:** The Student will not assign, sublease, or allow the use of the assigned space to another person and/or guest.
- Guests and visitors must observe all published rules found in materials listed in Paragraph 13. The Student will be responsible for the conduct and actions of his/her guest(s).
  - The assigned unit may not be used as a place of business, nor may a Student conduct any business within any on-campus housing facility.
  - No animals or pets are permitted at any time unless specified otherwise in the Housing Community Guide.
  - The Student shall use the space only for lawful purposes.
  - No smoking is permitted within the housing units or in public areas associated with the facilities.
  - Students are prohibited from possessing items considered to be health and safety violations (such as candles, incense, halogen lamps) as published in the Housing Community Guide.

13. **BEHAVIOR AND CONDUCT:** The Student agrees to abide by all University rules and regulations, Office of Housing and Residence Life rules, Student Code of Conduct, any applicable Florida Administrative Code regulations, the Housing Community Guide and this Agreement. The aforementioned Codes, rules and regulations are incorporated into this Agreement by reference.
  - a. Any behavior or conduct which: 1) intimidates, threatens, or harasses another Resident/Staff, or 2) is disruptive to the residential community, or 3) compromises the safety and security of the community, or 4) is intended to cause a roommate to move out are all violations of this Agreement, and may be grounds for immediate removal from on-campus housing by the Director of the Office of Housing and Residence Life or designee.
14. **CARE OF FACILITIES:**
  - a. Students are responsible for maintaining their assigned units in a clean and sanitary manner, and free from damages. No housekeeping is provided. Trash removal is provided in designated locations. Pest control services are provided. Facilities are subject to periodic Health and Safety inspections by the Office of Housing and Residence Life Staff.
  - b. The Student agrees to cooperate with roommates in the common protection of property, to refrain from modifying the space in any way, except as expressly permitted in writing by the Office of Housing and Residence Life, and to promptly pay all assessed charges for damages, special cleaning or maintenance resulting from misuse or modification of the facility.
  - c. The Student is jointly and severally liable with his/her roommates for assessed charges, unless the responsible individual can be identified. Students assigned to a specific building are jointly and severally liable for assessed charges from damages occurring in the common areas of their housing facility.
15. **REPAIRS AND MAINTENANCE:** Students are expected to report damages and necessary repairs to the Office of Housing and Residence Life in accordance with established procedures. The Office of Housing and Residence Life does not guarantee the availability of parts and services.
16. **ACCESS TO UNITS:** Employees and agents of the University shall have the right to enter Student's unit at any time: (a) when an emergency exists, (b) when Student or residential staff have requested service for the unit, (c) when a university staff member suspects a policy violation as outlined in the Housing Community Guide or (d) with 24 hours notice provided to Student via telephone, campus mail, e-mail, or posting. Authorized Housing and Residence Life personnel may also enter student rooms without the residents' permission for maintenance and housekeeping purposes, and fire and/or health and safety inspections.
17. **SECURITY AND KEYS:** The Student agrees not to duplicate any keys assigned or to transfer their use to another person. If keys are not returned at check-out, 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 are necessary to guard his/her safety and property.
18. **FURNISHINGS:**
  - a. The Student shall be required to inspect and inventory the contents of his/her assigned housing unit at the time of check-in and check-out. Each Student shall be responsible for the condition of the unit's furnishings in accordance with Paragraph 14 hereof.
  - b. All furnishings shall remain unaltered and in their designated units.
19. **UTILITIES:**
  - a. The Office of Housing and Residence Life reserves the right to assess additional charges based on excessive utility consumption or as the result of increases in rates charged by the utility service providers.
  - b. All units are provided with ethernet connection and cable television services. The University and the Office of Housing and Residence Life are not financially responsible for any short term outages or outages due to uncontrollable circumstances (i.e. inclement weather).
20. **LIABILITY:** The University is not liable for damage to or loss of personal property as a result of fire, theft or any other cause whatsoever, or failure or interruption of utilities. The University is insured under the State of Florida's self-insurance trust fund that only provides liability for damages or injuries caused by negligence on the part of the University or its employees while working within the scope of their employment. The trust fund will not reimburse for losses created by unforeseen accidents/injuries that may occur. **Students are encouraged to secure their own health and personal property loss insurance.**
21. **EVACUATION PROCEDURES:** The University retains the right to use the residence hall facilities for emergency shelter purposes. In the event a residence hall is evacuated because of an emergency, only those students deemed eligible by University policy will be permitted to occupy space in an on-campus shelter.

**TO THE STUDENT:**

**IT IS YOUR RESPONSIBILITY TO REVIEW YOUR HOUSING NEEDS AND FINANCIAL RESOURCES PRIOR TO SIGNING THIS AGREEMENT. THIS AGREEMENT OBLIGATES YOU TO PAY ALL ON-CAMPUS HOUSING FEES FOR THE INDICATED SUMMER TERMS.**

**I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS LISTED ABOVE AND MY SIGNATURE ON THE APPLICATION FORMS INDICATES THAT I AGREE TO ABIDE AND BE LEGALLY BOUND BY THEM.**