

Department of Housing and Residence Life
Rosen College of Hospitality Management Annual Housing Agreement - Terms and Conditions
2009 - 2010

When this University of Central Florida Department of Housing and Residence Life (UCF DHRL) Annual Housing agreement for the Rosen College of Hospitality Management (RCHM) 2009 – 2010 apartment facility is agreed to online, it establishes a legally binding agreement between the student and/or parent or guardian (if applicable), and the UCF DHRL. Furthermore, the student and parent or guardian (when applicable) agrees to respect and adhere to all policies and procedures pertaining to University of Central Florida (UCF or University) on-campus housing as outlined in these terms and conditions, UCF Golden Rule, and any other applicable UCF publications, rules, or guidelines.

1. **ORAL REPRESENTATION POLICY:** To avoid any misunderstandings concerning the UCF DHRL agreement terms and conditions, the UCF DHRL does not enter into any oral agreements or make or rely on any oral representation concerning the UCF DHRL agreement. The entire UCF DHRL agreement is expressed in writing and supersedes any understanding that may have been communicated orally or implied and no party to this agreement is relying on any oral or implied agreement, representation, or understanding of fact or law that is not expressed in writing.
2. **TERMS & DURATION:** This agreement is for a bed space in the Rosen College of Hospitality Management student apartment facility located 26 miles from the UCF main campus at 9907 Universal Blvd., Orlando, Florida, 32819 for the **Fall 2009, Spring 2010, and Summer 2010 semesters**, or any portion of these semesters remaining at the time this agreement is agreed upon. Upon receipt of this agreement, with appropriate payment, the UCF DHRL agrees to provide housing and all other UCF DHRL related services, as listed in appropriate UCF DHRL publications, for the periods indicated in this agreement, **providing that such services and housing space remain available**. If a student is not admitted to UCF and submits this agreement, this agreement shall be void and all monies paid toward this agreement shall be refunded.
3. **ELIGIBILITY FOR RESIDENCE:** A student must be enrolled in and attending a minimum of nine (9) credit hours at UCF to be eligible for this housing agreement. If a student drops below nine (9) credit hours, then within fifteen (15) days of such change, he/she must apply in writing to the Director of Housing and Residence Life or his/her designee, for permission to remain in residency. There is no class enrollment requirement for the summer 2010 C session. Should a student not meet eligibility for residence, and does not receive permission to remain in residency from the Director of Housing and Residence Life or his/her designee, the student's agreement shall be administratively cancelled and the student shall be subject to the cancellation assessments as stated in section 33.
4. **ADMISSION ENROLLMENT DEPOSIT:** This agreement shall be subject to cancellation and any prepayments under this agreement shall be forfeited if your admissions enrollment deposit is not paid by May 1, 2009. For further information regarding the admissions enrollment deposit, contact the Office of Undergraduate Admissions at (407) 823-3000.
5. **OFFICIAL OCCUPANCY PERIOD:** **The Fall 2009 room rate covers the student's residency from 1:00 p.m. Friday, August 21, 2009, through noon Tuesday, December 15, 2009. The Spring 2010 room rate covers the student's residency from 1:00 p.m. Saturday, January 9, 2010, through noon Tuesday, May 4, 2010. The Summer 2010 room rate covers the student's residency from 1:00 p.m. Sunday, May 16, 2010 through 10:00 p.m., Friday, August 6, 2010.** Room rates are reduced only for students who are assigned a space after the conclusion of the first week of classes. Rates are adjusted if the room type changes, based on a prorated schedule. The student is considered to be occupying the assigned accommodation when the student signs for and receives the keys. Official opening and closing of the UCF DHRL facilities are subject to change.
6. **ROOM ASSIGNMENTS:** UCF is an equal opportunity and affirmative action institution. The UCF DHRL assigns its bed spaces to qualified students without regard to race, color, religion, national origin, disability, age, and/or sexual orientation. The UCF DHRL shall attempt to honor building, roommate, and preference requests; **however cannot guarantee that requests shall be met**. The student agrees to accept the assigned space regardless of preferences and may only cancel this agreement according to the terms outlined in sections 31 through 34.
7. **USE OF ASSIGNED SPACE:** Occupancy of a room is permitted only by the student to whom the room is assigned. Assigned rooms may not be shared with any other individual(s) not officially assigned to that room by the UCF DHRL or sublet, assigned or in any way transferred. The student may not refuse or prevent another assigned student from residing in a shared space (bedroom, suite, or apartment). If a student refuses or prevents a new occupant from residing in a shared space, student conduct action (including eviction), additional room rental fees, or both may be imposed on the student. This shall not preclude any other recourse by UCF, as applicable.
8. **CHANGES IN ASSIGNMENTS:** Room transfers may only be made after receiving written approval from an authorized staff member of the UCF DHRL. Failure to follow established room change procedures shall constitute a breach of this agreement and may be grounds for its cancellation or additional charges to be assessed to the student by the UCF DHRL. The UCF DHRL reserves the right to reassign students who are occupying rooms that are designated for persons with disabilities in the event a person with a disability needs the space. Room assignments may be changed or cancelled in the interest of orderliness, health and safety, conduct, maximum utilization of facilities, disaster, or other cause deemed necessary by the UCF DHRL.
9. **ROOM CONSOLIDATION POLICY:** In order to reduce the number of rooms, suites, and/or apartments that are not at full occupancy, assignments shall be consolidated when vacancies occur in any on-campus room, suite, and/or apartment. This may require a student moving from an originally assigned space. If a student or students maintain occupancy in an on-campus room,

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suite, and/or apartment not at full capacity, additional rental charges may be incurred by the student and by signing this agreement, the student acknowledges this.

- 10. STUDENTS WITH DISABILITIES:** A variety of facilities are available for students with disabilities and other medical considerations in on-campus housing. Students who require adapted facilities need to notify the UCF DHRL in writing as soon as possible to document their disabilities and subsequent needs or requests. Documentation from a doctor or other appropriately credentialed authority is required. Students with special needs must meet the standard guidelines used to determine housing eligibility. Medical documentation deadline for Fall 2009 is May 1, 2009.
- 11. LIMIT OF LIABILITY:** UCF, its Board of Trustees, and the UCF DHRL are not liable for damages, loss, theft of personal property, failure or interruption of utilities, or injury to any person(s), except as expressly set forth in the Florida Statutes. UCF is insured under the State of Florida's self-insurance trust fund which only provides liability coverage for damages or injuries caused by the negligence of the University, its employees, or agents while working in the scope of their employment or agency. The trust fund will not reimburse for the losses created by unforeseen events, accidents, injuries, or theft that may occur and/or any and all other occurrence, loss, or liability which is not covered by the trust fund in accordance with applicable Florida law. **Students are encouraged to obtain their own personal and property loss insurance.**
- 12. MOVE-IN:** The student is expected to follow all move-in procedures. Students with outstanding balances from prior semesters will not be allowed to move in until all outstanding balances from prior semesters have been paid.
- 13. OFFICIAL MEANS OF COMMUNICATION:** After move-in, the official means of communication by the UCF DHRL to a student who has an agreement shall be through the UCF DHRL website and the student's e-mail address on file with the University. It is the student's responsibility to ensure these means of communication are checked on a regular basis. Furthermore, it is the student's responsibility to update his/her myUCF account, in a timely fashion, of any changes to his/her contact information set forth in this section. To receive email messages from UCF DHRL, the student must add housing@mail.ucf.edu to your personal email address book on record with myUCF.
- 14. MOVE-OUT:** Upon move-out, the student must remove all personal belongings, discarded materials and leave the room/suite/apartment at least as clean as it was upon arrival. When one occupant in a room/suite/apartment moves out while others remain, each is equally and jointly responsible for cleaning the room/bathroom/kitchen/suite/ apartment. If any of those spaces are found to be in an unacceptable condition, cleaning services shall be provided and the student(s) shall be held **jointly** liable for cleaning charges. The student must return all room keys and mailbox keys to the community office. If the student is departing prior to the end of the specified period, the student must submit a written request to cancel their housing agreement as stated in section 31. Failure to move out within the prescribed period may result in a **\$100 per day charge**, cancellation, or student conduct action, or any or all of the foregoing. The UCF DHRL shall not be held responsible for a student's 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.
- 15. BREAK HOUSING:** The RCHM apartment facilities **do not close between semesters, spring break, or any other holidays.** The RCHM apartment facilities are open from 1:00 p.m. Friday, August 21, 2009 through 10:00 p.m., Friday, August 6, 2010.
- 16. CARE OF FACILITIES:** The student is responsible for the care of rooms, furnishings and equipment in the residential facilities, and for keeping the assigned unit in a clean and sanitary condition. The unauthorized transfer of furniture within or between suites, rooms, buildings, or from public areas is prohibited. Appropriate charges shall be assessed if this policy is violated. The student agrees to cooperate with roommates in the common protection of property. The student also agrees to refrain from modifying the space in any way, except as expressly permitted in writing by the UCF DHRL or from causing any kind of damage to the space. The student is jointly liable with roommates/suitemates for assessed charges in the room, suite, or common area(s) of the residence hall/apartment unless the responsible individual is identified. Students are expected to promptly report damages and necessary repairs, in accordance with established and published procedures.
- 17. KEYS AND SECURITY:** The student agrees not to duplicate any keys or key cards assigned, or transfer the use of his/her keys or key cards to another person, and shall be subject to student conduct action if this occurs. If room and mailbox keys or key cards are not returned at move-out, or if the room, mailbox keys, and/or key cards are lost or stolen, the student agrees to pay for all lock changes and key or key card replacements. The student is responsible for securing the assigned unit at all times and taking such precautions as necessary for personal and property protection.
- 18. BEHAVIOR AND CONDUCT:** Students are responsible for knowing and observing all UCF regulations and procedures as set forth in The Golden Rule, UCF DHRL publications, and other official UCF publications. The UCF DHRL reserves the right to make other rules and regulations that 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. If an individual is trespassed from the UCF campus, all housing facilities whether managed or owned by the UCF DHRL are considered a part of that trespass.
- 19. WEAPONS, FIREWORKS, EXPLOSIVES, AND DANGEROUS CHEMICALS:** Possession or use of fireworks (including sparklers), firearms, weapons, explosives, and/or dangerous or flammable chemicals of any kind are strictly prohibited in any

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UCF DHRL facility. This includes, but is not limited to firearms, BB guns, pellet guns, air soft guns, paint ball guns, stun guns, bow and arrows, swords, switch blades, knives, nun chucks, sling shots, martial arts or medieval weapons, and flammable liquids or solvents. In the case of weapons, the possession of certain items may place you in violation of state or federal law and cause you to be subject to arrest. Especially dangerous are toy weapons that may appear to look like real weapons. If a student has violated this section the student's agreement may be administratively cancelled. If a student's agreement is administratively cancelled, the student shall be assessed appropriate cancellation assessments as stated in section 33.

- 20. AUTHORIZED ENTRY:** Authorized UCF personnel, as specified and defined in UCF DHRL publications, may enter any room/suite/apartment for occupancy checks, lockouts, health, safety, maintenance, and compliance inspections, maintenance purposes, fire code enforcement, and emergency situations. Authorized UCF personnel may also enter any room/suite/apartment if the personnel reasonably believe a violation of this agreement is occurring and there is no response when personnel request entry. Personal property is not subject to search without consent of the student, unless such a search is conducted by appropriate law enforcement officers with a legal search warrant or in accordance with existing Florida law.
- 21. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA):** The UCF DHRL may release personally identifiable information from the resident's educational record (which could include information regarding a disciplinary action taken against the resident) without the resident's consent by invoking the health and safety emergencies exception to FERPA. This release will only be made to parents/guardians/necessary university officials when it is deemed, by the Director of Housing and Residence Life's discretion, to be necessary to protect the health or safety of the student or other individuals.
- 22. VIOLATIONS OF LAW:** Pending criminal charges and/or convictions, plea's of nolo contendere (no contest), court sanctioned probation, enrollment in a pretrial diversion program, and/or if adjudication has been withheld in a criminal offense, felony, or 1st degree misdemeanor must be disclosed and appropriate documentation supplied to the UCF DHRL as necessary.
- 23. RENEWAL OF AGREEMENT:** UCF DHRL housing agreements shall not be re-offered to students who are unwilling to adhere to the basic elements of good housekeeping, rules, regulations, and/or policies established for governing the residential facilities, as determined by UCF and the UCF DHRL. **Additionally, housing agreements shall not be re-offered to students who are not in good financial standing with the UCF DHRL.**

Financial Information

- 24. PREPAYMENT:** Students who are offered an agreement must submit a \$250.00 non-deferrable prepayment when returning the agreement. The pre-payment will be refunded IF THE UNIVERSITY IS NOT ABLE TO OFFER ASSIGNMENT FOR THE SEMESTER REQUIRED.
- 25. PAYMENT OF FEES:** The student agrees to accept the room assignment and pay all housing fees no later than the due dates as stated in section 27. **Invoices are not sent to notify the student of housing fee payment due dates.** The student must pay all appropriate charges in full before being permitted to move-in. Students receiving a financial aid award should read section 30 to determine if a balance will be owed. It is the **student's responsibility** to procure the necessary forms and make arrangements for full housing payment. If full payment is not received by the due dates as stated in section 27, the UCF DHRL reserves the right to place a HOLD on any housing account that has an unpaid past due balance.
- 26. RENTAL RATES:** Each student shall be billed on a semester basis, by each semester, until the total agreement value has been billed. The rental rates for 2008-2009 are listed below:

| <u>Apartment Type</u> | <u>Fall 2009</u> | <u>Spring 2010</u> | <u>Summer 2010</u> | <u>Total Cost</u> |
|-----------------------|------------------|--------------------|--------------------|-------------------|
| 4 room/2 bath | \$ 2,955.00 | \$ 2,955.00 | \$ 2,098.00 | \$ 8,008.00 |
| 2 room/1 bath | \$ 3,170.00 | \$ 3,170.00 | \$ 2,251.00 | \$ 8,591.00 |

27. HOUSING PAYMENT DUE DATES:

| <u>Semester</u> | <u>Payment due date</u> |
|----------------------|--------------------------|
| Fall 2009 Semester | Friday, August 7, 2009 |
| Spring 2010 Semester | Friday, December 4, 2009 |
| Summer 2010 Semester | Friday, April 30, 2010 |

If this annual agreement offer is extended after the payment due date for any semester; full payment must be made upon receipt of your room assignment.

- 28. LATE FEES:** A late fee of \$100 will apply to any rental amount due where payment has not been received by the due date as listed in section 27, for the specified semester.
- 29. FLORIDA PREPAID COLLEGE PROGRAM FOR HOUSING:** Participants with a housing agreement shall have their Florida Prepaid College Program (FPCP) dormitory plans billed appropriate charges to satisfy all prepayments and rent amounts.

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- a. Students who have a FPCP dormitory account should note the FPCP will pay only the cost of a standard air-conditioned double room. If the student elects to live in a room type that costs more than what is covered by FPCP then the student shall be responsible for any difference not covered by the FPCP and this amount shall be due as stated in section 27.
- b. Written request for cancellation of this agreement by a FPCP dormitory participant shall be subject to appropriate cancellation assessments as stated in sections 33 and 34. Cancellation assessments are not covered by the FPCP, and shall be the responsibility of the student.

30. HOUSING DEFERMENTS FOR FINANCIAL AID RECIPIENTS: A housing deferment represents an extension of the deadline for final payment of housing based on estimated financial aid less tuition and fees for a given semester. **A housing deferment does not represent actual payment of housing costs.** Housing deferments are subject to cancellation based on such factors, including but not limited to, enrollment level, academic progress, grades, conduct, verification process, defaults, overpayments, and/or tuition costs for a given semester.

- a. Housing deferrals (full or partial) shall be automatically granted each semester based on estimated financial aid (loans, grants, and/or scholarships) awarded by the UCF Office of Student Financial Assistance. The UCF DHRL has online access to students' estimated aid information, so students do not have to contact the Department of Housing and Residence Life or Office of Student Financial Assistance unless they have questions. Students can view their estimated aid total on their fee invoice, found on myUCF under Finances.
- b. Students who have a deferment with the UCF DHRL, but who do not have enough estimated financial aid to cover the final housing payment in full (less tuition and fees), must pay that difference no later than the due dates as stated in section 27.
- c. Students receiving financial assistance through the College Work-Study Program should not include this as part of their estimated financial aid for housing deferment purposes since the money will be earned throughout the semester and is dependent upon the number of hours the recipient works. Direct pay scholarships and private loans shall not be considered in determining a student's housing deferment status, as they are paid directly to the student.
- d. **It is the student's responsibility to make sure final housing payment is either covered in full by their financial aid, or that payment for any difference not covered by financial aid, is received no later than the due dates stated in section 27. To verify if your financial aid is enough to completely cover your housing costs for a given semester or to find out if an amount is due call (407) 823-4663 and ask to speak with an accountant.**

Cancellation Information

31. PROCEDURE TO CANCEL AN AGREEMENT: ALL requests for cancellation of the housing agreement must be **IN WRITING** and submitted to:

Department of Housing & Residence Life
 University of Central Florida
 P.O. Box 163222
 Orlando, Florida 32816-3222
 Fax: (407) 823-3831

The UCF DHRL shall not be responsible for misdirected mail or improper notification. It is the student's responsibility to ensure proper cancellation notification has been received by the UCF DHRL. Students wishing to cancel their agreement should familiarize themselves with the cancellation schedule and assessments as stated in section 33 and 34 before making a final decision.

32. NON-TRANSFER OF AGREEMENT: This agreement is valid for only the residential facilities listed in section 2. This agreement cannot be transferred, nor can it be converted to any other type of lease or agreement without appropriate cancellation assessments as stated in section 33. There is no reciprocity agreement of housing agreements with housing offered in the Apollo, Libra, Lake Claire, Nike or Hercules communities, Towers at Knights Plaza, UCF-Affiliated, or any other management of housing, residential, and/or apartment facilities both on and off-campus.

33. CANCELLATION SCHEDULE AND ASSESSMENTS: Cancellation of this agreement may be approved by the UCF DHRL in accordance with the terms of this section. Any sums due and payable hereunder by the student shall be payable, not as a penalty, but as liquidated damages representing an estimate of damages likely to be sustained by the UCF DHRL, estimated at the time of executing this agreement.

Cancellation Schedule

Note: Cancellation of contract can only be initiated for future semesters while in residence.

| <u>Date</u> | <u>Fall 2009</u> | <u>Spring 2010 and Summer 2010</u> | <u>Summer 2010 Only</u> |
|-------------------------------|------------------|--|-------------------------|
| A. Prior to or on May 1, 2009 | \$ 100 | N/A | N/A |

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|----|--|-----------------------------------|-----------------------------------|-----------|
| B. | After May 1, 2009 but no later than August 7, 2009 | \$ 250 | N/A | N/A |
| C. | After August 7, 2009 but no later than August 28, 2009 | Prorated rental rate plus \$ 1000 | \$ 2,500 | \$1,700 |
| D. | After August 28, 2009, but no later than January 9, 2010 | Full rent plus \$2,500 | Prorated rental rate plus \$2,500 | \$ 1,700 |
| E. | After January 9, 2010 | Full rent | Full rent | Full rent |

- F. If a student has not checked into an assigned room for the fall 2009 semester by August 28, 2009, the student shall be declared a no-show. If declared a no-show, the student's agreement shall be automatically cancelled and assessed \$1,000.
- G. If a student has not checked into an assigned room for the spring 2010 semester by January 9, 2010, the student shall be declared a no-show. If declared a no-show, the student's agreement shall be automatically cancelled and assessed \$2,500.
- H. If a student has not checked into the assigned room for the summer 2010 semester by May 15, 2010, the student shall be declared a no-show. If declared a no-show, the student's agreement shall be automatically cancelled and assessed \$1,700.
- I. If a student is suspended, expelled from UCF, removed from UCF DHRL housing for student conduct purposes, or fails to satisfy agreement obligations of this agreement, appropriate cancellation assessments shall be assessed as stated in section 33.

34. EXCLUSION TO CANCELLATION ASSESSMENTS: A student may be released from this agreement without penalty for graduation or cooperative education provided the student notifies the UCF DHRL in writing and provides documentation to such exclusion no later than July 31, 2009, for the fall 2009 semester, November 13, 2009, for the spring 2010 semester, and April 2, 2010, for the summer 2010 semester. A student may be released from this agreement without penalty citing U.S. Armed Services, medical withdraw from UCF, or academic disqualification from UCF provided the student notifies the UCF DHRL in writing no later than ten (10) days after the end of the semester in which the event has taken place and provides appropriate documentation for such exclusion.

- A. Graduation is defined as being awarded a four year or higher level degree.
- B. U.S. Armed Services is defined as being drafted or being called to active duty during the specified period. Enlistment or enrollment into a branch of the U.S. Armed Services is not considered as a qualifying exclusion.
- C. A medical withdraw from UCF is defined as a medical withdraw that has been accepted and approved by the UCF Office of Academic Services.
- D. An academic disqualification from UCF is defined as having an academic standing of disqualified at UCF as determined by the UCF Registrar's Office.
- E. At the discretion of the Director of Housing and Residence Life or his/her designee, housing rates and assessments may be adjusted and/or a housing agreement may be administratively cancelled for the purpose of safety, orderliness and/or maximum utilization of facilities.

Please note: If a student cites 34(C) or 34(D) and leaves during the specified period, the student's rental charges shall be prorated up until the student has removed all belongings from his/her assigned room **AND** has turned his/her keys in to an appropriate UCF DHRL staff member. Should a student cite 34(E) and be academically disqualified, the student must remove all personal belongings from his/her assigned room **AND** turn in his/her keys to an appropriate UCF DHRL staff member prior to the official date of opening of the residential facilities for the subsequent semester. Failure to move out within the prescribed period may result in a \$100 per day charge. The UCF DHRL shall not be held responsible for a student's 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 should compliance not be met.

35. EFFECT OF CANCELLATION: Once a student cancels this agreement, the student may reside in housing until the end of the semester for which they cancel. The student must move out on or before the closing date of the semester in which the student cancels. Cancellation also cancels any rights to housing in future semesters under this agreement. Cancellation does not eliminate responsibility for fees already due and payable, such as late fees. A student who cancels this agreement must re-apply, meet all of the requirements, and be selected for housing under a new agreement for any future periods.