All terms and conditions contained in this agreement are applicable to this residence agreement, unless specifically superseded by a written addendum.

1. **PARTIES TO AGREEMENT:** This agreement is between the University of Central Florida (UCF), Department of Housing and Residence Life (UCF DHRL), as agent for Northview Knights Housing LLC., and any person seeking residence accommodations through the UCF DHRL online application system (the Student), for rental of an apartment unit at The Northview Apartments (the “Residence”). If the Student is a minor, or suffers any incapacity affecting the Student’s legal ability to enter into a contract, the term “Student” shall also include the Student’s parent or legal guardian. The Student may not designate another person to act as agent or representative of the Student with regard to this agreement (i.e., having a friend pick up or turn in keys). The Student remains personally responsible for all rights and obligations arising from or related to this agreement.

2. **AGREEMENT EXTENSION AND APPLICABILITY:** If the Student requests permission from UCF DHRL for early move in to Residence, extension of occupancy over a semester break where occupancy is prohibited, or late move-out, this agreement is extended and applicable to such periods and may also cause sanctions to be imposed on the Student. The fact that this agreement is extended and applicable to such periods does not in any way imply consent to or approval by UCF of the Student’s occupancy in the Residence during these periods, but merely provides a framework within which the terms and conditions of this agreement shall apply.

3. **CONTRACT:** Submission of the UCF DHRL On-Line Housing Agreement by the Student and acceptance by UCF DHRL will create a legally binding agreement, sometimes referred to as a contract. This agreement becomes effective once submitted electronically online, or physically received by UCF DHRL if a hardcopy agreement is used. This agreement will create legal rights and legal obligations between the Student and UCF DHRL.

4. **ORAL REPRESENTATION POLICY:** UCF DHRL will not make any oral agreement, make any oral representation to the Student or any person acting on behalf of the Student, or rely on any oral representation from the Student or any third party concerning any 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 neither the Student nor UCF DHRL are relying on any oral or implied agreement, representation, or understanding of fact or law that is not expressed in writing.

5. **DOCUMENTS IN AGREEMENT:** The housing agreement is comprised of and incorporates the following documents: the UCF DHRL On-Line Housing Agreement; this Housing Agreement: Terms and Conditions Applicable to Northview Apartments; any UCF DHRL published Housing Agreement: Cancellation Fees and Important Dates Schedule encompassing the term of the Student’s residence; any UCF DHRL published Housing Agreement: Facilities Addendum governing a specific residence location; any UCF DHRL Housing Agreement: Personnel Addendum applicable to residents who are also UCF DHRL employees; the UCF Golden Rule; and any other applicable publications, rules or guidelines established by UCF.

6. **FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA):** UCF DHRL may release personally identifiable information from the Student’s educational record without the Student’s consent by invoking the health and safety emergencies exception to FERPA; such information could include information regarding disciplinary action taken against the Student. The Director of UCF DHRL has sole and absolute discretion to determine if release of the Student’s records is necessary to protect the health or safety of the student or other individuals and to determine the recipients of released information. Unless a written restriction prohibiting release of information is provided to UCF DHRL, or a FERPA privacy request is found on the Student’s records, UCF will release the Student’s e-mail address to the other residents sharing the Student’s room, apartment, and/or residence unit to facilitate communication amongst co-residents.

7. **LIMIT OF LIABILITY:** UCF, its Board of Trustees, and UCF DHRL are not liable for damages, loss, theft of personal property, failure or interruption of utilities, or injury to any person, 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 in accordance with statutory liability limits for damages or injuries caused by the negligence of UCF, 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.**
8. USE OF TERMS AND TITLES: Unless specifically noted, terms used in this agreement shall be read in context to: A. be gender neutral, and include masculine, feminine and/or unspecified genders; B. include the singular and/or the plural (i.e., roommate is applicable to both a single roommate or multiple roommates, and roommates is also applicable to a single roommate); C. include all items in a list, including combinations of one or more items in the list, but not to exclude other items not shown in the list (i.e., a list of potential consequences should be read to allow not only the consequences listed, but combinations of consequences and consequences not appearing in the list). Titles are provided for reference convenience only, and in no way limit or restrict the terms of this agreement.

9. OFFICIAL MEANS OF COMMUNICATION TO STUDENT: UCF DHRL will communicate with the Student at the address appearing on the UCF DHRL On-Line Agreement, until the Student establishes a Knights e-mail account. Once a Knights e-mail account is established, all further communications will be to the Student’s Knights e-mail account. To receive email messages from UCF DHRL, the Student must add housing@ucf.edu to the Student’s personal email address book on record with myUCF. The Student has sole responsibility for checking the UCF DHRL website and the Student’s e-mail for communications related to this agreement, and for updating the Student’s contact information and myUCF account information in a timely fashion.

10. OFFICIAL MEANS OF COMMUNICATION TO UCF DHRL: Communications to UCF DHRL regarding this agreement should be in writing or reproducible electronic format. UCF DHRL is not responsible for communications sent by the Student but not received by UCF DHRL. The Student has sole responsibility ensuring receipt of written communications by UCF DHRL, and should employ return receipt delivery and/or delivery confirmation as appropriate. UCF DHRL may be contacted at:

Department of Housing & Residence Life  
University of Central Florida  
Tel.: (407) 823-4663 / Fax: (407) 823-3831  
E-Mail: housing@ucf.edu

Mailing Address:  
P.O. Box 163222  
Orlando, Florida 32816-3222

Physical Address:  
4000 Central Florida Boulevard, Building 73  
Orlando, Florida 32816

RESIDENCE ELIGIBILITY, UCF DHRL ON-LINE HOUSING AGREEMENT, ASSIGNMENTS

11. RESIDENCE ELIGIBILITY: While in residence, the Student must be enrolled in and attending 9 or more credit hours in fall and spring semesters, and 3 or more hours in summer semesters at UCF or another institution of higher education to maintain residence eligibility. If the Student ceases to be enrolled in and ceases to attend sufficient credit hours to maintain residence eligibility at any point in time, the Student must apply in writing for written permission to remain in residence within 15 days of losing residence eligibility. The written request for permission to remain in residence shall be addressed to the Director of Housing and Residence Life, or the Director’s designee who addresses requests of this type.

12. SHARED ACCOMMODATIONS: Residents may share common areas including, but not limited to: sinks and bathrooms available to some or all of the residents of the particular apartment; kitchen and living rooms available to all residents of the apartment, floor community areas, available to all residents of the floor and their guests; community laundry facilities available to all residents of the community; and community green and meeting space available to all members of a community. All residents of bedrooms designated double occupancy may share bedroom space with a roommate, depending on the type of bedroom and number of residents.

13. RESIDENTS WITH SPECIAL NEEDS: UCF DHRL will use reasonable efforts to accommodate residents with special needs. The Student must document the special need, disability, or other medical consideration. Documentation from a doctor or other appropriately credentialed authority is required to be considered for a specific assignment to an available room designated for residents with special needs. Residents with special needs must also meet the standard guidelines used to determine housing eligibility. UCF DHRL does not guarantee building, roommate, room and/or other preference requests, including requests from residents with special needs, although UCF DHRL will attempt to honor timely submitted requests, on a space available basis.
14. RESIDENCE ASSIGNMENT: UCF is an equal opportunity and affirmative action institution. UCF DHRL assigns residence accommodations to qualified residents without regard to race, color, religion, national origin, disability, age, and/or sexual orientation. UCF DHRL does not guarantee building, roommate, room and/or other specific residence requests, although UCF DHRL will attempt to honor timely submitted requests. The Student agrees to accept the assigned residence regardless of preferences and further agrees that failure to grant the Student’s preference request is not a valid basis for canceling this agreement.

15. CHANGE OF ASSIGNMENT BY THE STUDENT: The Student may change residence assignment, (including, but not limited to, room transfers), only after receiving written approval from an authorized staff member of UCF DHRL, and only in conformity with established procedures for changing residence assignments.

16. CHANGE OF RESIDENCE ASSIGNMENT BY UCF DHRL: UCF DHRL reserves the right to change the Student’s residence assignment from a residence designated for residents with special needs to accommodate a UCF resident with special needs (provided the Student is not also a resident with special needs). UCF DHRL reserves the right to change or cancel any residence assignment to facilitate orderliness, resident conduct, maximum utilization of facilities, disaster response, health and safety, or any other cause deemed necessary by the UCF DHRL.

17. ROOM CONSOLIDATION: Residence assignments shall be consolidated when vacancies occur in any residence facility, to minimize the number of apartments not at full occupancy. The Student may be required to change residence assignment and move to facilitate room consolidation.

18. AGREEMENT NOT TRANSFERRABLE TO OTHER FACILITIES: This agreement cannot be transferred, nor can it be converted to any other type of lease or agreement. There is no reciprocity of housing agreements with any other housing organization or complex, including but not limited to on-campus residence halls, on-campus apartments, Rosen, Towers, UCF affiliated housing, fraternity-sorority housing, or any other housing, residential, and/or apartment facilities both on- and off-campus.

MOVE-IN, RESIDENCE, MOVE-OUT

19. EARLY MOVE-IN: Early move-in may only be done with prior approval from UCF DHRL, which is generally only granted for participants in groups or organizations that have previously requested permission from UCF DHRL to move in early. Early move-in may incur additional charges or fees.

20. MOVE IN AND ARRIVAL: The Student will follow all move-in procedures. Official move-in procedures shall be made available prior to move-in. Residents with outstanding balances from prior semesters will not be allowed to move in until all outstanding balances from prior semesters have been paid.

21. RESIDENCY RIGHTS NEITHER SHARABLE NOR TRANSFERABLE BY RESIDENTS: Residence accommodations, including bedroom space, shared common areas (such as living rooms and bathrooms) and shared community facilities (such as floor community rooms and laundries) may only be occupied by the resident to whom the room is assigned. Residence accommodations shall not be shared with any other individual not officially assigned to that residence by UCF DHRL, and may not be sublet, assigned, or in any way transferred by the Student.

22. ROOMMATE RIGHTS: Every resident assigned to shared residence accommodations is entitled to the rights, and subject to the obligations, of this agreement. The Student may not refuse or prevent another assigned person from residing in and utilizing shared space, including bedrooms, room suites, apartments, and/or shared common areas and shared community facilities.

23. KEYS AND SECURITY: Keys or key cards (including, but not limited to, apartment, bedroom, and mail keys) assigned to the Student will not be duplicated, shared, assigned or transferred to another person. UCF DHRL has the sole discretion to determine the manner and method in which the Student’s facility, unit or room will be secured or accessed. The Student must return assigned keys or key cards at move-out. Keys or keycards not turned in within 72 hours of cancellation or move-out will be deemed unreturned or lost, and associated locks will be rekeyed, which will be charged to the Student. The Student is responsible for securing the Student’s residence facility at all times and for taking such additional precautions as necessary for personal and property protection. The Student agrees to cooperate with roommates in the common protection of property.

24. CARE AND MAINTENANCE OF RESIDENCE FACILITIES: The Student is responsible for the care of rooms, furnishings and equipment in the residence facilities, and for keeping the Student’s residence and shared common areas clean and sanitary, including, but not limited to, taking reasonable steps to control pests and insects. Furniture or fixtures are assigned to residence facilities and common areas on a room or area basis by UCF DHRL, and may not be moved or transferred from the assigned room or
area without prior written permission from UCF DHRL. Changes or modifications to residence accommodations are prohibited, unless specifically authorized by a prior written approval from UCF DHRL.

25. AUTHORIZED ENTRY BY UCF PERSONNEL: Authorized UCF personnel, as specified and defined in UCF DHRL publications, may enter any UCF DHRL facility (including, but not limited to rooms/apartments, and shared common areas) in the event of an emergency. Authorized UCF personnel, may enter any UCF DHRL facility (including rooms, apartments, and shared common areas) to conduct occupancy checks; lockouts; inspections for health, safety, maintenance, and compliance; maintenance; and/or fire code enforcement. Authorized UCF personnel may also enter any room/suite/apartment/common area if the personnel reasonably believe a violation of this agreement is occurring and there is no response when personnel request entry. Personal property in UCF DHRL facilities may not be searched without consent of the Student, except and unless the search is conducted in accordance with existing Florida law by law enforcement officers.

26. MOVE-OUT AND DEPARTURE: At move-out, the Student must remove all personal belongings and discarded materials from the residence facility. The Student’s residence facility (including shared common areas) shall be left at least as clean as it was upon arrival. When one resident in a shared residence facility leaves while others remain, each resident is equally and jointly responsible for cleaning the residence facility. Any residence facilities found to be in an unacceptable condition will be cleaned, and an assessment for cleaning services shall be charged to all persons sharing that residence facility. The Student must return the Student’s residence keys or key cards to the office to be considered no longer in residence by UCF DHRL. The Student must also return the Student’s mail key to the office. If the Student is departing prior to move-out for the specified period, the Student must submit a written request to UCF DHRL to cancel the Student’s housing agreement, in accordance with the provisions of this agreement.

27. MOVE-OUT AFTER LAST EXAM: UCF DHRL reserves the right to review examination schedules for any resident, and to compel any resident (who does not have the right under their agreement to continue to reside in their residence over a break period) to move-out within the earlier of 24 hours after the resident’s last examination or the normally scheduled move-out date under this agreement.

28. LATE MOVE-OUT: Late move-outs may only be done with prior approval from UCF DHRL, and may be not be available for all (or any) residents. Late move-outs may incur additional charges or fees.

29. ITEMS LEFT AT DEPARTURE: UCF DHRL shall not be held responsible for the Student’s belongings left after a scheduled move-out date or left more than 72 hours after an unscheduled move-out. Such belongings will be deemed abandoned, and UCF DHRL reserves the right to take possession of and discard such belongings, change all applicable locks, and charge the Student for all necessary expenses to remove abandoned belongings and change or rekey locks.

30. SEMESTER BREAK HOUSING: UCF DHRL residence hall facilities are closed during semester break periods (between the fall and spring semester, spring and summer semester, and summer and fall semester as shown on the UCF academic calendar). Residents of closed facilities are required to vacate apartment residences and to remove all personal property from common areas for the duration of the break period. UCF DHRL reserves the right to grant occupancy during semester break periods to any person, under such conditions as deemed advisable by UCF DHRL. UCF DHRL may charge additional assessments to persons occupying UCF DHRL residence facilities during semester break periods.

31. RENEWAL OF AGREEMENT: This agreement does not automatically renew, and residence in UCF DHRL residence facilities during one agreement period does not guarantee that residence accommodations will be offered to the Student for any following periods. The Student is solely responsible for the timely completion of housing agreements for future periods. UCF DHRL housing agreements shall not be re-offered to residents who are unwilling to adhere to the basic elements of good housekeeping, and community living. UCF DHRL housing agreements shall not be re-offered to residents who disregard or violate rules, regulations, or policies established for governing UCF DHRL residential facilities. Finally, housing agreements shall not be re-offered to residents who have outstanding charges from UCF DHRL.

CANCELLATION AND TERMINATION OF AGREEMENT

32. CANCELLATION VERSUS TERMINATION: Cancellation of this agreement may be done by either the Student or UCF DHRL, but entitles UCF DHRL to rents and assessments either not yet due (such as pre-paid rents for some or all of the remainder of the semester or term), or charges in addition to amounts already paid or payable to UCF DHRL (such as a cancellation assessment for cancelled future semesters). Termination of this agreement is a completion of the agreement by either the Student or UCF DHRL that does not entitle UCF DHRL to additional rents or assessments. In either event, assessments already charged to the Student prior
to termination or upon cancellation (i.e., late fees and cancellation fees) remain due and payable, and are not affected by the termination or cancellation.

33. PROCEDURE TO CANCEL AGREEMENT BY THE STUDENT: ALL requests for cancellation of the housing agreement must be IN WRITING OR REPRODUCIBLE ELECTRONIC FORMAT and submitted to UCF DHRL at the address for official communications shown in paragraph 10. A. UCF DHRL may assess a cancellation assessment as provided on the applicable Housing Agreement: Cancellation Fees and Important Dates Schedule. B. The Student must follow-up with UCF DHRL to determine if the Student is responsible for rents and assessments not covered by financial aid.

34. CANCELLATION ASSESSMENTS: UCF DHRL will charge fees and/or assessments if this agreement is cancelled by action of the Student. The amount of the cancellation assessment is not a penalty, but liquidated damages to compensate UCF DHRL for lost rental revenue, additional administrative costs, and lost opportunity costs arising from and related to the cancellation of the agreement. Cancellation assessments are due and payable upon the date the cancellation request is submitted to UCF DHRL. Cancellation assessments will be charged and as applicable, appear on the Student’s UCF student account in the semester the cancellation request is submitted and will be included as outstanding rental amounts for the purpose of determining late fees.

35. ADMINISTRATIVE CANCELLATION BY HOUSING: UCF DHRL may administratively cancel this housing agreement if the Student is suspended, expelled or otherwise sanctioned by UCF. UCF DHRL may also administratively cancel this agreement for failure to satisfy the obligations of this agreement or as a sanction for failure to comply with the terms of this agreement or with documents incorporated into this agreement by reference, such as the Golden Rule, UCF DHRL Community Guidelines, etc. See paragraph 56 Sanctions. If this housing agreement is administratively cancelled by UCF DHRL, cancellation fees may be assessed.

36. EFFECT OF CANCELLATION: If the Student cancels the housing agreement during a semester, the Student may remain in residence until the end of the semester the cancellation was given to UCF DHRL. The Student’s cancellation fees will be determined based on the date the Student’s written notice of cancellation is received by UCF DHRL; rent for the semester the cancellation is submitted to UCF DHRL will be based upon the date the Student vacates the residence facility. Notwithstanding anything in this agreement, the Student is always responsible for the greater of the pro rata rent for the semester of cancellation or the cancellation fee for that semester. Residents who cancel this agreement will not be given any preference as a current or prior resident.

37. CERTAIN CANCELLATIONS PROHIBITED: The Student may not cancel the third (summer) semester of three semester agreements during the first semester (fall) without also cancelling the spring portion of the agreement. Requests to cancel only the summer portion of a three semester agreement received prior to the first day of spring move-in shall be treated as if submitted on the first day of spring move-in for the purpose of determining applicable cancellation fees.

38. EARLY TERMINATIONS: The Student may be released from this agreement for:

A. Graduation. Graduation is defined as the Student being awarded a bachelor’s, master’s, or PhD degree from UCF. The Student must provide an expected graduation date and documentation of degree awarded or to be awarded to UCF DHRL, including proof of timely filing and acceptance of the Intent to Graduate Notice required by the Departments of Undergraduate Studies and Graduate Studies, and must actually graduate on the date in the Intent to Graduate Notice. Written notice of cancellation under this paragraph must be received by UCF DHRL on or before the last day of the graduation application period for the semester the Student anticipates graduating. Graduation terminates this agreement for any semesters commencing after the anticipated graduation date. The Student remains responsible for housing rents and assessments for any semesters prior to or including graduation date. Students who are allowed to stay past scheduled move-out dates in order to attend or participate in graduation must vacate the residence no later than the day after graduation.

B. Academic Disqualification. The Student must provide documentation that the Student’s standing is disqualified as determined by the UCF Registrar’s Office. Academic disqualification terminates this agreement for any semesters commencing after the date of disqualification. The Student remains responsible for housing rents and assessments for the entire semester the disqualification occurs. If the Student becomes academically disqualified, the Student must remove all personal belongings from the assigned room and turn in keys/keycards/mail keys on or before the move-out date for the semester the student becomes academically disqualified.

C. Military Deployment. Deployment or other required relocation as an active member of the U.S. Armed Services to a location not within the geographic limits of Seminole or Orange County, Florida and/or any county adjacent to these counties Enlistment or enrollment in a branch of the U.S. Armed Services is not a sufficient basis for waiver of cancellation fees based upon military deployment. The Student must provide activation, deployment, travel, or assignment orders to UCF DHRL. Military deployment or other required relocation terminates this agreement for any semesters commencing after the deployment date, and UCF DHRL will refund a portion of the rent for the semester the Student deploys, based upon the Student’s move-out date.
D. Medical Withdrawal. The Student must provide a medical withdrawal that has been accepted and approved by the UCF Office of Academic Services. Medical withdrawal terminates this agreement for any semesters commencing after the medical withdrawal date, and UCF DHRL will refund a portion of the rent for the semester the Student withdraws for medical reasons, based upon the Student’s move-out date. Medical conditions that do not require medical withdrawal from UCF are not grounds for termination of this agreement, or for waiver or reduction of cancellation fees.

Please note: To be entitled to a refund of rents paid when the Student terminates this agreement and moves out prior to the end of the semester, in those situations described in this agreement that qualify for a refund, the Student must remove all belongings from the assigned room and turn all keys/keycards/mail keys in to the appropriate UCF DHRL staff member. At the discretion of the Director of UCF DHRL or the Director’s designee, housing rates and assessments may be adjusted and/or a housing agreement may be administratively waived for the purpose of safety, orderliness, and/or maximum utilization of facilities.

STUDENT'S FINANCIAL OBLIGATIONS

39. RENTAL PREPAYMENT WITH UCF DHRL ON-LINE HOUSING AGREEMENT: Students are required to submit a $250.00 rental pre-payment with each UCF DHRL On-Line Housing Agreement beginning in a spring or fall semester, and $100 for each UCF DHRL On-Line Housing Agreement beginning in a summer semester or summer session. UCF DHRL On-Line Housing Agreements may cover one, two, or three semesters depending on time of year and residence facility selected. Selecting which UCF DHRL On-Line Housing Agreement or agreements to submit is the sole responsibility of the Student. UCF DHRL is not responsible for choosing which UCF DHRL On-Line Housing Agreement to submit, and will not refund rental pre-payments based upon the Student’s failure to select the most advantageous UCF DHRL On-Line Housing Agreement. UCF DHRL will not refund rental pre-payments except and unless: a. UCF DHRL is unable to offer housing to the Student; or b. UCF DHRL provides for a partial refund to applicants who cancel prior to a set deadline as may established in an applicable Housing Agreement: Cancellation Fees and Important Dates Schedule. Cancellation by the Student prior to taking possession of a room is not a basis for seeking refund of the non-refundable rental pre-payment.

40. PAYMENT OF RENTS AND ASSESSMENTS: All housing rents and assessments relating to a specific period are due no later than the dates shown on the Housing Agreement: Cancellation Fees and Important Dates Schedule for the semester the Student will be in residence. UCF DHRL will NOT send an invoice or billing statement to the Student. The Student must pay all appropriate charges in full before being permitted to move in. The Student is responsible for acquiring and completing the necessary forms, and for making arrangements for full housing payment.

41. LATE FEES: If full payment of rents due and payable is not received by UCF DHRL on or before the due dates shown on the Housing Agreement: Cancellation Fees and Important Dates Schedule, UCF DHRL reserves the right to charge a late fee of $100.00. Residents receiving a financial aid award should refer to section 46 of these Terms and Conditions to determine if a balance will be due and payable. Residents with Florida Prepaid College Programs for Housing should refer to section 47 of these Terms and Conditions to determine if a balance will be due and payable.

42. HOLDS: UCF DHRL will place a HOLD on a UCF Student’s account for unpaid past due balances. The HOLD will remain in place until paid or resolved. A HOLD can prevent the Student from enrolling, registering for classes, conducting drop/add/withdraw, graduating, viewing grades, and receiving a diploma or transcripts from UCF.

43. TEMPORARY RESTRICTIONS ON ACCESS TO RESIDENCE: UCF DHRL may temporarily restrict access to residences in cases where the Student has an outstanding balance and attempts to communicate with the Student regarding the balance have been unsuccessful.

44. CANCELLATION: UCF DHRL reserves the right to administratively cancel this housing agreement for failure to pay non-deferred amounts outstanding more than 30 days. UCF DHRL also reserves the right to administratively cancel this agreement for failure to reasonably complete steps necessary to perfect and release anticipated financial aid (including but not limited to, failure to timely sign student financial aid promissory notes or failure to timely respond to financial aid verification inquiries).

45. COLLECTIONS: Account balances outstanding for more than one semester may be referred to collections, in which case, additional late fees, collections costs, attorney’s fees and court costs may be imposed and recovered in addition to the initial outstanding balance. Accounts, charges and assessments that have been referred to collections are not appealable, and will not be considered by the Housing Administrative Appeals Board.

46. HOUSING DEFERMENTS FOR FINANCIAL AID RECIPIENTS: If the Student is a UCF financial aid recipient, the Student may receive a housing deferment. 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 – a
housing deferment is merely an extension of the rent due date until financial aid is received by the Student. Housing deferments are subject to cancellation based on 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 deferments (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, which are available to pay housing fees. UCF DHRL has online access to the Student’s estimated aid information, so the Student does not have to contact the Department of Housing and Residence Life or Office of Student Financial Assistance unless the Student has questions. The Student can view estimated aid total on the Student’s fee invoice, found on myUCF under Finances. Please note that housing charges are not contained on the Student’s fee invoice but on the Student’s View Your Account found on the Student Self Service link on myUCF under Finances.

B. If the Student will receive estimated UCF financial aid which will be applied to housing fees (i.e., estimated financial aid remaining after payment of tuition and related tuition fees), the housing deferment applies only to those housing fees which will be paid by the Student’s estimated financial aid. If the Student does not receive sufficient estimated financial aid to cover tuition, tuition-related fees and the Student’s entire housing fees, the Student is responsible for payment of any housing fees not covered by estimated financial aid. Any housing fees not covered by estimated financial aid must be paid by the Student on or before the due date shown on the Housing Agreement: Cancellation Fees and Important Dates Schedule.

C. If the UCF Student will receive financial assistance through the College Work-Study Program, do not include College Work-Study Program payments in estimated financial aid for housing deferment purposes. College Work-Study Program assistance is earned and paid directly to the Student throughout the semester, and is not available to be applied to housing fees by the Office of Student Financial Assistance.

D. If the Student will receive financial assistance through direct pay scholarships or private loans do not include direct pay scholarships or private loans in estimated financial aid for housing deferment purposes. Direct pay scholarships or private loans are made directly to the Student, and are not available to be applied to housing fees by the Office of Student Financial Assistance.

E. The Student is responsible for making sure the Student’s housing fees are either covered in full by the Student’s financial aid, or that any housing fees not covered by financial aid are received by UCF DHRL on or before the due dates shown on the Housing Agreement: Cancellation Fees and Important Dates Schedule. If the Student is not sure if all housing fees will be paid by the Student’s financial aid, the Student should call (407) 823-4663 and ask to speak with a UCF DHRL accountant.

47. FLORIDA PREPAID COLLEGE PROGRAM FOR HOUSING: If the Student has or is a beneficiary of a Florida Prepaid College Program (FPCP) housing plan, UCF DHRL can bill the FPCP housing plan to cover most prepayments and rental amounts. However, the Student is hereby notified that:

A. It is the Student’s sole responsibility to provide complete and accurate FPCP account information to UCF DHRL far enough in advance of due dates for UCF DHRL to bill and collect applicable FPCP payments. If UCF DHRL is unable to bill and collect FPCP payments on or before due dates as a result of missing or erroneous FPCP information, the Student may be assessed applicable late fees. Late fees or are not covered by the FPCP housing plan, and shall be the responsibility of the Student.

B. If the Student elects to live in a room type that costs more than what is covered by FPCP housing plan, then the Student shall be responsible for any housing rents or assessments not covered by the FPCP housing plan. Housing rents or assessments not covered by FPCP are due on or before the due dates shown on the Housing Agreement: Cancellation Fees and Important Dates Schedule. C. If the Student requests cancellation of this agreement, UCF DHRL shall charge appropriate cancellation assessments as shown on the Housing Agreement - Rate and Date Schedule: Cancellation Fees and Important Dates Schedule. Cancellation assessments are not covered by the FPCP housing plan, and shall be the responsibility of the Student. D. Other housing assessments, such as lost key charges or cleaning charges, are not covered by the FPCP housing plan, and are the responsibility of the Student.

STUDENT CONDUCT AND SANCTIONS

48. BEHAVIOR AND CONDUCT: The Student is responsible for knowing and observing all UCF regulations and procedures regarding behavior and conduct, including the UCF Golden Rule, UCF DHRL publications, and other official UCF publications. UCF DHRL reserves the right to establish or adopt additional rules regarding student conduct, as deemed necessary by UCF DHRL. Newly established or adopted rules will be communicated to the Student as provided in paragraph 9 of this document. The Student agrees to abide by additional rules and regulations that are established or adopted by UCF DHRL once communicated to the Student.

49. VIOLATIONS OF LAW: Beginning with the submission of the UCF DHRL On-Line Agreement, and continuing until termination or cancellation of the Student’s residency, the Student must inform UCF DHRL if the Student:

A. has outstanding or pending criminal charges which have not yet been resolved;
B. has been adjudicated guilty of a criminal charge;
C. has had adjudication withheld on a criminal charge;
D. is participating in either a pre-trial diversion or a court ordered probation program on a criminal charge; and/or
E. is charged with a criminal violation during the time period described in this paragraph. A criminal charge or criminal violation, as used in this agreement, is any conduct for which the Student has been, is, or may be prosecuted by law enforcement officials, where the potential penalty includes detention in a prison or jail facility regardless of duration, or payment of a fine of more than $500. The Student shall provide appropriate documentation of any of the items described in this paragraph, as well as any additional documents requested by UCF DHRL related to any of the items described in this paragraph.

50. TRESPASS OR RESTRAINING ORDER: Beginning with the submission of the UCF DHRL On-Line Housing Agreement, and continuing until termination or cancellation of the Student’s residency, the Student must inform UCF DHRL if the Student is subject to or under a trespass or restraining order. If any individual (including the Student) is trespassed from the UCF campus, or is subject to a restraining order prohibiting entry onto UCF property, all housing facilities managed or owned by UCF DHRL are considered a part of that trespass or restraining order. The Student may not invite or allow that individual (including the Student) to enter onto any UCF DHRL housing facility.

51. DAMAGE TO FACILITIES: The Student will promptly report damages and request necessary repairs, in accordance with established and published procedures. The Student is responsible for damages caused by the Student. Damages to shared or common areas not attributable to a responsible person are the joint responsibility of all persons sharing the space or area. UCF DHRL reserves the right to charge the Student for damages caused by the Student. Charges may include, but are not limited to, extraordinary pest control charges, repair of walls, furniture or fixtures, and damages to common areas. UCF DHRL also reserves the right to charge the Student for a portion of damages caused to spaces shared by the Student when the person responsible for damages to shared spaces cannot be identified.

52. DRUGS: Possession or use of drugs by the Student, any person present in the residence with the Student, or any person present in the Student’s residence with the permission of the Student during the Student’s absence, are strictly prohibited in any UCF DHRL facility. Prohibited drugs include, but are not limited to: A. any substance, the possession or use of which, regardless of amount, could be found to violate Federal or Florida drug abuse prevention and control laws; B. any prescription medication for which the possessor/user does not have a presently valid medical prescription.

53. FIREWORKS, EXPLOSIVES, AND DANGEROUS CHEMICALS: Possession or use of fireworks (including sparklers), explosives, and/or dangerous chemicals by the Student, any person present in the residence with the Student, or any person present in the Student’s residence with the permission of the Student during the Student’s absence, are strictly prohibited in any UCF DHRL facility. Prohibited items include, but are not limited to: fireworks, sparklers, flammable, explosive, corrosive or poisonous liquids solids or gases.

54. REAL AND REPLICA WEAPONS: Possession or use of firearms or weapons, by the Student, any person present in the residence with the Student, or any person present in the Student’s residence with the permission of the Student during the Student’s absence, are strictly prohibited in any UCF DHRL facility. Prohibited items include, but are 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. Also prohibited under this paragraph are toy weapons and/or replicas that mimic the appearance of real weapons, or which could be mistaken for a real weapon.

55. SERVICE FEES AND ASSESSMENTS: UCF DHRL reserves the right to charge the Student for various services or as a form of sanction; charges may be found at http://www.housing.ucf.edu/costs/charges/; charge amounts are updated from time to time, the Student is responsible for the charge amount posted on the website on the date the charge is assessed.

56. SANCTIONS: The Student may face one or more sanctions for failure to comply with the terms of this agreement or with documents incorporated into this agreement by reference, such as the Golden Rule, UCF DHRL Community Guidelines, etc. Sanctions may be imposed directly by a UCF DHRL official, by a Housing conduct board, or by University officials or conduct boards. Sanctions are not exclusive (i.e., if the Student is sanctioned for a University student conduct offensive, the Student may also be sanctioned by UCF DHRL, or a violation of this agreement may also result in a referral to a University student conduct panel). Sanctions can range from administrative warnings, imposition of monetary sanctions, referral to student conduct boards, up to and including administrative cancellation of this Housing agreement and imposition of applicable cancellation fees. Action taken by UCF DHRL shall in no way preclude any other sanctions or penalties by other University entities or departments, as applicable.
The terms and conditions contained in this addendum amend and supplement the Housing Agreement: Terms and Conditions Applicable to All Residences for residents with three semester agreements, regardless of residence facility location. Currently, the only facilities requiring a three semester agreement are Towers and Northview apartments.

CANCELLATION FEE SCHEDULE

57. CANCELLATION DATES AND AMOUNTS: The following schedule shows deadlines and associated cancellation fees when the Student submits a notice of cancellation. Cancellation dates are calculated based upon the date cancellation is received by UCF DHRL. Residents considering cancelling should review paragraph 10 and paragraphs 34 to 40 of the Housing Agreement: Terms and Conditions Applicable to All Residences.

### Three Semester: Fall 2013 – Spring 2014 – Summer 2014 C Agreements

<table>
<thead>
<tr>
<th>Date of Cancellation</th>
<th>Total Cost of Cancelled Agreement Upon Move Out</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Prior to Saturday May 04, 2013</td>
<td>$100.00; may not commence residence</td>
</tr>
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<td>2. From Saturday, May 04, 2013 to Friday, August 02, 2013</td>
<td>$250.00; may not commence residence</td>
</tr>
<tr>
<td>3. From Saturday, August 03, 2013 to Friday, November 22, 2013</td>
<td>$1,000.00, plus prorated Fall rent for days in residence, if any; must move out on or before Fall move out date</td>
</tr>
<tr>
<td>4. From Saturday, November 23, 2013 to Friday, January 03, 2014</td>
<td>$2,000.00, plus 100% of Fall rent if not previously billed; must move out before Spring move in date</td>
</tr>
<tr>
<td>5. From Saturday, January 04, 2014 to Friday, January 10, 2014</td>
<td>$2,000.00, plus 100% of Fall rent if not previously billed, plus prorated rent for Spring days in residence, if any</td>
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<tr>
<td>6. From Saturday, January 11, 2014 to Friday, February 28, 2014</td>
<td>$2,000.00, plus 100% of Fall rent if not previously billed, plus 100% of Spring rent if not previously billed; must move out on or before Spring move out date</td>
</tr>
<tr>
<td>7. After Friday, February 28, 2014</td>
<td>100% of Fall rent if not previously billed, plus 100% of Spring rent if not previously billed, plus 100% Summer rent; regardless of move out date</td>
</tr>
</tbody>
</table>

8) NO-SHOW: If the Student has not checked into the Student’s assigned room by Friday, August 23, 2013, or contacted UCF DHRL to make arrangements for a later move-in, the Student shall be declared a no-show. If the Student is declared a no-show, the Student’s agreement shall be automatically cancelled by UCF DHRL, and the Student will be assessed a cancellation fee of $1,000.00.

IMPORTANT DATES

58. The following schedule lists certain important dates related to this addendum. The Student has sole responsibility for meeting deadlines set by this addendum.

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See residence facilities addendum for additional information on whether the Student is required to move out during the break between semesters.

59. ROOM ASSIGNMENT AFTER DUE DATE: Students who are assigned a room after the rent due date are granted an automatic extension of the due date to 14 days from the date the room assignment is made.
60. **LATE FEE:** A late fee of $100.00 will be assessed on accounts with non-deferred rental payments due and outstanding on dates listed above.

61. **HOLDS:** Accounts with outstanding balances, including but not limited to rental payments and cancellation fees, may generate a HOLD on the Student’s UCF records. Depending on the amount outstanding and the type of HOLD imposed, the Student may be prohibited from:
   a. viewing grades;
   b. registering for classes;
   c. adding or swapping classes;
   d. receiving a diploma or transcript;
   e. participating in certain University activities including, but not limited to, student government association.

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**UCF DEPARTMENT OF HOUSING AND RESIDENCE LIFE**

**2013 – 2014 HOUSING AGREEMENT:**

**FACILITIES ADDENDUM**

**APARTMENT FACILITIES AT NORTHVIEW**

The terms and conditions contained in this addendum are applicable to specific residence facilities, and amend and supplement the terms and conditions contained in the UCF DHRL On-Line Housing Agreement; the Housing Agreement: Terms and Conditions Applicable to All Residences; and any UCF DHRL published Housing Agreement: Cancellation Fees and Important Dates Schedule encompassing the term of the residence. Terms contained herein are applicable only to the extent the Student resides in a residence facility addressed by a paragraph of this addendum. Terms contained in addenda addressing other residence facilities in which the Student does not reside are not applicable to the Student’s housing agreement, and should be ignored.

62. **Locations.** This Facilities Addendum is applicable to apartment-style housing in the following location:

   a. Northview, 3925 Lockwood Blvd., Oviedo, FL 32765

63. **Semester Agreements Offered.** Housing agreements subject to this addendum may be offered for periods of one, two or three semesters. Depending on time of year and subject to availability, UCF DHRL may offer the following agreements for all communities listed in this addendum:
   a. Fall, Spring, and Summer session C;
   b. Spring and Summer session C;
   c. Spring semester only;
   d. Summer session B; and
   e. Summer session C.

64. **Between Semester Breaks.** Residents of this community are not required to vacate apartment-style housing facilities subject to this addendum during the break periods between fall-spring or spring-summer semesters if they have an agreement covering the semester before and the semester after the break period. Break periods between semesters run from move-out date to the following move-in date. Residents are required to vacate their residences and to remove all personal property at the end of their agreement. Regardless of type or length of housing agreement, every residence covered by this addendum must be vacated at the end of the summer semester, except and unless the Student receives prior written permission from the Director of Housing and Residence Life or the Director’s designee.

65. **Break Between End of Summer Agreement and New Fall Agreement.** If granted permission to reside in the facility over the break between the end of a summer semester and the beginning of a new fall housing agreement, residents MUST move all personal belongings from common areas into bedrooms to facilitate maintenance including, but not limited to, painting, carpeting and cleaning.

66. **Rental Rates.** Residents are responsible for the rental amounts showing for each of the semesters encompassed by their agreement. Residents whose agreement encompasses both summer session A and summer session B should use the rental amounts and dues dates associated with a summer session C agreement.
67. Sales and Use Tax, Orange County Tourist Development Tax. Housing agreements with a duration of less than six months plus one day, offered to non-full-time students, may be subject to Florida Sales and Use Tax and applicable Seminole County Taxes, in which case Housing is required to collect from the Student and remit taxes to the State of Florida and/or Seminole County. The additional tax is due and payable on the initial rental payment due date. If the Student was in a housing agreement covering the semester prior to the semester covered by this agreement, this agreement shall act as both an extension and modification of the prior agreement.

68. Payments: Rental payments are due on a semester by semester basis. The amount of each payment is shown in the rental rates schedule contained in this addendum. Payments are due on or before the due dates shown in the Housing Agreement: Cancellation Fees and Important Dates Schedule applicable to the length of the agreement the Student and UCF DHRL agree to. Students with an agreement for a summer residence will make only one payment, depending on which session(s) the Student is residing in Housing. Residents staying for both summer session A and summer session B owe the amounts shown for summer session C, and due dates are those shown for summer session C. Please refer to the Housing Agreement: Cancellation Fees and Important Dates Schedule for payment due dates. Failure to pay timely may cause collection efforts including, but not limited to, imposition of late fees, imposition of HOLDs, temporary restrictions on access to residence, and/or administrative cancellation of this Housing agreement.

69. Single Bed Bedrooms. Bedrooms in all apartment-style rooms contain only one bed. Bedrooms may not be shared by multiple roommates, except for temporary visitors in compliance with DHRL guidelines. Residents are prohibited from moving or placing additional beds in any room.

70. Additional Eligibility Requirements. In addition to the eligibility requirements stated in the Housing Agreement: Terms and Conditions Applicable to All Residences, UCF DHRL also observes the following additional eligibility requirements with regard to Towers housing agreements:
   a. Residents at Northview Apartments with a fall-spring-summer agreement or a spring-summer agreement are NOT required to maintain full-time or part-time student status during any summer semesters. Residents who enter Northview with a summer only agreement must take and maintain 3 or more credit hours to remain eligible for residence.

RENTAL RATES
71. APPLICABLE RATES SCHEDULE: Rates for the fall 2013, spring 2014, and summer 2014 have not been established as of November 1, 2012. As a reference, rates for fall 2012, spring 2013, and summer 2013 are available at http://www.housing.ucf.edu/costs/. The rates for fall 2013, spring 2014, and summer 2014 will not exceed 10% of the fall 2012, spring 2013, and summer 2013 rates, respectively. The rates for fall 2013, spring 2014, and summer 2014 should be available at http://www.housing.ucf.edu/costs/ by February 1, 2013. DHRL offers the ability to enter into this Agreement prior to the final establishment of 2013-2014 rental rates as a convenience to students. By entering into this agreement, you are accepting rental rates as described above. You will not be able to break this agreement due to the final rental rates not being established at the time that you entered into this agreement. You are free to wait until rental rates are finalized to request housing, however, there is no guarantee that housing will still be available or that you will be able to get the type of accommodation that you request.

72. RATES SUBJECT TO CORRECTION: Rates published in on-line agreements and on the Housing website may be updated or changed to address and resolve inconsistencies or discrepancies resulting from clerical, typographical or other input errors on one or both sources. Rates as published to and approved by the Board of Trustees in their minutes are deemed the source document for all Housing rates. If there is no rate published to or approved by Board of Trustees for a particular time frame/facility/accommodation, the rate determined by the Executive Director of Housing of the Executive Director’s designee from time to time shall be deemed dispositive.