UCF DEPARTMENT OF HOUSING AND RESIDENCE LIFE
2020-2021 HOUSING AGREEMENT

Mail Merge Agreement Name:
MC-01-SA

This agreement is valid for:
One (1) semester - Summer A

This agreement covers the following housing facilities:
Apollo, Hercules, Lake Claire, Libra, Neptune, and Nike Communities

The following sections of the Terms and Conditions are applicable to this agreement:
General Provisions: Sections 1 – 62;

Important Dates: See sections 64, 65 and UCF Academic Calendar.
HOUSING IS NOT RESPONSIBLE FOR SUBSEQUENT CHANGES IN ACADEMIC CALENDAR DATES, NOR FOR THE IMPACT THESE DATES HAVE ON ROOM RATES.

Cancellation Fees: ***Sections 66, 67, Sections 68F*****.**
THESE DATES ARE ESTIMATES ONLY, AND MAY BE SUBJECT TO CHANGE WITHOUT ADDITIONAL NOTICE TO STUDENTS.

Room Rates: ***SEE SECTION 69 FOR THE FACILITY, BED SPACE TYPE, AND APPLICABLE AGREEMENT DURATION.***
RATES MARKED "TBD" WILL BE SUBSEQUENTLY PUBLISHED ON THE HOUSING WEBSITE ONCE THEY ARE ESTABLISHED.

The following sections of the Terms and Conditions ***are not*** applicable to this agreement:
Cancellation Fees: ***Sections 68A - 68E; 68G-68H*****.**

Room Rates: ***Those parts of section 68-69 not referring to the facility, room type or duration assigned via room assignment.***

GENERAL PROVISIONS

The terms and conditions contained in this agreement are applicable to all residence agreements, unless specifically superseded by a written or electronically reproducible addendum.

1. PARTIES TO AGREEMENT: This agreement is between the University of Central Florida (UCF) on behalf of its Board of Trustees, for the benefit of the University of Central Florida Department of Housing and Residence Life (UCF DHRL), and any person seeking residence accommodations in any of the various UCF DHRL residences (the Student). If the Student is a minor, or suffers any incapacity affecting the Student's legal ability to enter into a contract, the term the 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 residence over a semester break where residence is prohibited, or late move out, this agreement is extended and applicable to such periods. If the Student engages in early move in to residence, extension of residence over a semester break where residence is prohibited, or late move out without requesting permission from UCF DHRL, this agreement is extended and applicable to such periods, and may cause sanctions, including, but not limited to pro-rated room charges 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 request for extended residence in any UCF DHRL facility during these periods, but merely provides a framework within which the terms and conditions of this agreement shall apply.

3. AGREEMENT: Submission of the UCF DHRL On-Line Housing Agreement by the Student creates a legally binding agreement. This agreement is effective once submitted electronically online, or physically received by UCF DHRL if a hard copy agreement is used. This agreement creates legal rights and legal obligations between the Student and UCF DHRL.

4. ORAL REPRESENTATION POLICY: The entire UCF DHRL agreement is expressed in writing and supersedes any understanding that may have been communicated orally or implied by either party. 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. Any changes to this housing agreement must also be expressed in a writing or reproducible electronic format to be valid and enforceable. No representative of UCF DHRL is authorized to make oral representations that change or modify the terms and effects of this agreement, unless done so in writing or other reproducible electronic format.

5. DOCUMENTS IN AGREEMENT: The housing agreement is comprised of and incorporates the following documents: this Housing Agreement, the UCF DHRL Community Living Guide, the UCF Golden Rule, any rules, regulations or guidelines from the Student's educational institution (or any subdivision thereof) that, if not complied with, would negatively impact the Student's enrollment status or ability to attend classes or remain in residence.

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 in the event of a health and safety emergency; such information could include information regarding disciplinary action taken against the Student. The Executive Director of Housing and Residence Life or the Executive Director's designee 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 or electronically reproducible 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 that 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 TITLES AND TERMS: Titles provided for reference convenience only, and in no way limit or restrict the terms of this agreement. 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 and multiple roommates, and roommates is 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).

9. OFFICIAL COMMUNICATIONS 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. Valencia students must designate an official e-mail for receipt of communications from UCF DHRL, and have sole responsibility for

maintaining that account in an active status and checking it regularly for communications from UCF DHRL. 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. OTHER COMMUNICATIONS TO THE STUDENT: UCF DHRL may also communicate to the student using one or more of the following methods:

A. telephone and VOIP calls to the student's telephone numbers provided in the housing application and/or found in the student's student record files;

B. hand delivery of notices by DHRL staff to the student or the students bed space;

C. person-to-person telephone and/or internet communications including but not limited to text messaging and/or instant messaging.

Other communications as discussed in this section shall be used in conjunction with, and to supplement, official communication methods detailed in the preceding section of this agreement, and not as a primary official communications method. Students should respond to other communications from DHRL by checking their Knights or Valencia e-mail accounts and responding via e-mail.

11. OFFICIAL 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 is solely responsible for ensuring receipt of written or electronically reproducible communications by UCF DHRL. The Student should employ return receipt delivery and/or delivery confirmation as appropriate. UCF DHRL may be contacted at:

Mailing Address:
UCF Department of Housing & Residence Life
Post Office Box 163222
Orlando, Florida 32816-3222
Tel.: (407) 823-4663 / Fax: (407) 823-3831

E-Mail:
housing@ucf.edu

Physical Address:
UCF Department of Housing & Residence Life
12851 Gemini Boulevard South
Orlando, Florida 32816

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

12. RESIDENCE ELIGIBILITY:

A. While in residence, the Student must be enrolled in and attending:

(1) Nine (9) or more credit hours at their educational institution during fall and spring semesters, and/or

(2) Three (3) or more hours during summer semesters, except as provided in subsections C and D of this section.

B. If the Student's enrollment:

(1) drops below these levels at any point in time, but the Student is still enrolled in at least one credit hour of classes, the Student must apply in writing or electronically reproducible format for permission to remain in residence within 15 days of losing residence eligibility. The written or electronically reproducible request for permission to remain in residence shall be addressed to the Executive Director of Housing, or the Executive Director's designee who addresses requests of this type.

(2) If the student at any time ceases to be enrolled in ANY credit hours at their educational institution (i.e. is enrolled in 0 credit hours), the student must move out of the residence within 72 hours, or such greater period as UCF DHRL, at its

sole discretion, may allow. Students will not be permitted to live in housing while not enrolled in classes. Weekly enrollment checks are performed to ensure compliance with this policy.

C. The summer enrollment requirement is waived for residents residing in Towers Community or NorthView Community who are not initially admitted to UCF during the summer term (i.e., continuing residents and non-first-time-incoming students). Residents in these communities do not have to take any classes during the summer term to remain eligible for housing in these communities during summer semesters.

D. The summer enrollment requirement is waived for all residents of UnionWest at Creative Village Community, regardless of educational institution attending, who are not initially admitted during the summer term (i.e., continuing residents and non-first-time-incoming students). Residents in these communities do not have to take any classes during the summer term to remain eligible for housing in these communities during summer semesters.

13. ACTIONS REQUIRED TO BE TAKEN PRIOR TO ASSIGNMENT OF BED SPACE OR COMMENCEMENT OF RESIDENCY: UCF DHRL may, at it its sole discretion, set deadlines for completion of actions to be taken prior to assignment of bed space or commencement of residency. Theses action include, but are not limited to: payment or proof of waiver of enrollment deposit, if any; completion or proof of waiver of attendance at orientation sessions, if applicable; satisfactory resolution of foreign student visa status, etc. Deadlines will be communicated to students via e-mail as described in paragraph 10 of this agreement. Failure to act, seek a waiver of the requirement from UCF DHRL, seek an extension of time meet the requirement, or timely respond to deadlines communications will result in sanctions including, but not limited to: cancellation/deletion of housing application; cancellation/deletion of bed space assignment, and imposition of cancellation fees.

14. SHARED ACCOMMODATIONS: Residents in residence hall-style housing may share common areas including, but not limited to sinks and bathrooms available to all of the residents of the particular unit. Floor community areas are available to all residents of the floor and their guests. Residents in apartment-style housing share common areas including, but not limited to sinks, bathrooms, kitchen, and living rooms available to all residents of the apartment. Floor community areas are available to all residents of the floor and their guests. Community laundry, green, and meeting spaces, are available to all residents of the community. All residents of bedrooms designated double or triple occupancy may share bedroom space with one or two roommates, depending on the type of bedroom and number of residents assigned by UCF DHRL.

15. RESIDENTS WITH SPECIAL NEEDS: UCF DHRL has a variety of facilities available for residents with special needs, including residents with disabilities and residents with other medical considerations. If the Student will be a resident with special needs who requires adapted facilities, the Student must notify UCF DHRL in writing as soon as possible to request assignment to a residence designated to meet the Student's need. The Student must document the special need, disability, or other medical consideration. Documentation from a doctor or other appropriately credentialed authority must be submitted to the Executive Director or the Executive Director's designee to be considered for a specific assignment to a 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.

16. ASSIGNMENT PREFERENCES: Although UCF DHRL attempts to accommodate all residence applicants, there are usually more applicants than available residence hall and apartment spaces. UCF DHRL in no way guarantees that housing accommodations will be available either when applied for, or in the future. As a general guideline, UCF DHRL utilizes a lottery system, with additional weight or preferences, assigned at the sole discretion of UCF DHRL, to one degree or another:

A. UCF DHRL attempts to provide on-campus housing to first-year student/freshmen;

B. For those who have attended UCF for more than one semester, preference in providing housing is given to residents already residing in housing;

C. Residents and applicants with special needs are generally given preference for rooms that can accommodate residents with special needs.

D. Valencia students applying for residency at UnionWest at Creative Village will be given a limited preference for a

percentage of total bed spaces designated for Valencia students. Valencia students applying for housing at UnionWest at Creative Village (like all students applying for housing with UCF DHRL) are encouraged to submit and complete applications as early as possible, to increase the probability of getting a residence bed space applied for, and to minimize risk of bed spaces not being available for assignment.

E. Assignments and determination of preferences are made upon room availability as determined from time to time on an on-going basis; therefore, the Student should complete and submit housing applications as soon as possible to maximize both the likelihood of a space being available and/or a preference being granted.

17. 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.

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

19. 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 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.

20. ROOM CONSOLIDATION: Residence assignments shall be consolidated when vacancies occur in any residence facility, to minimize the number of rooms, suites, and/or apartments not at full occupancy. The Student may be required to change residence assignment and move to facilitate room consolidation. Residents in rooms/apartments/suites not at full capacity may be charged additional rent as determined by UCF DHRL.

21. SINGLE (PRIVATE), DOUBLE (SHARED) AND TRIPLE (SHARED) BED BEDROOMS: bedrooms may contain one, two, or three beds, depending on community, building, and suite room assigned by UCF DHRL. Bedrooms may not be shared by more people than the residents assigned to the room, except for temporary visitors in compliance with DHRL guidelines. Residents are prohibited from removing from or placing in additional beds in any room.

22. AGREEMENT NOT TRANSFERRABLE TO OTHER FACILITIES: This agreement is valid for only the residential facilities assigned to the Student. This agreement cannot be transferred, nor can it be converted to any other type of lease or agreement without a written or electronically reproducible modification agreement submitted by the student and approved by the Executive Director or the Executive Director's designee. 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, Northview, UnionWest at Creative Village, 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

23. EARLY MOVE IN: Early move in can 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.

24. 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.

25. 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.

26. 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.

27. KEYS AND SECURITY: Keys or key cards (including, but not limited to, suite/apartment, bedroom, and mail keys) assigned to the Student will not be duplicated, shared, assigned, or transferred to another person. Housing 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. Rekey fees will be charged to the Student, even if the key is subsequently returned. 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.

28. 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 or electronically reproducible permission from UCF DHRL. Changes or modifications to residence accommodations are prohibited, unless specifically authorized by a prior written or electronically reproducible approval from UCF DHRL. UCF DHRL may initiate deep clean procedures in rooms, suites, or apartments in between semesters, requiring residents to remove their belongings from the common areas for a designated period to allow the appropriate cleaning procedures to take place. Residents are expected to cooperate with communicated deadlines and actions associated with these deep clean procedures. Failure to do so may result in extra cleaning fees or student conduct proceedings.

29. 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, suites, apartments, and shared common areas) in the event of an emergency. Authorized UCF personnel, may enter any UCF DHRL facility (including rooms, suites, 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 law enforcement officers conduct the search in accordance with existing Florida Statutes.

30. 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 appropriate community office to be considered no longer in residence by UCF DHRL. The Student must also return the Student's mail key to the appropriate mail pavilion/center. If the Student is departing prior to move out for the specified period, the Student must submit a written or electronically reproducible request to UCF DHRL to cancel the Student's housing agreement, in accordance with

the provisions of this agreement. Turning in room keys to community offices or the Key Shop IS NOT sufficient notice to UCF DHRL, and the Student may be held responsible for additional charges, including but not limited to increased cancellation fees, improper check out fees, and additional rent for the vacated room.

31. 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 24 hours after the resident's last examination or the normally scheduled move out date under this agreement.

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

33. 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 24 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.

34. 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). The Student may use UCF DHRL apartment residence facilities at Rosen, Towers, Northview, and UnionWest at Creative Village during semester breaks provided the Student has a valid housing agreement for that specific bed space for both the period before the semester break, and for the period after the semester break. All other residence facilities are closed during breaks. Residents of closed facilities are required to vacate residence halls and 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.

35. 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. The total number of new agreements offered to returning residents is limited. UCF DHRL utilizes a lottery system. 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

36. 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 fees). 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.

37. 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 this agreement.

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.

38. CANCELLATION ASSESSMENTS: UCF DHRL will charge fees and/or assessments if this agreement is cancelled by action of the Student or UCF DHRL. 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 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.

39. ADMINISTRATIVE CANCELLATION BY HOUSING: UCF DHRL may administratively cancel this housing agreement if the Student:

A. is suspended, expelled, or otherwise sanctioned by UCF or the Student's educational institution if not attending UCF;

B. fails to satisfy the obligations of this agreement, including but not limited to timely payment of amounts due under this agreement;

C. is sanctioned 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 Living Guide, etc.;

D. is eligible for or receives a sanction as specified in this section from a prior housing agreement that remains unresolved. For purposes of this section, prior agreements shall be treated as if they remain in full force and effect until the sanction is resolved.

If UCF DHRL administratively cancels this housing agreement, cancellation fees may be assessed. *See Student Conduct and Sanctions.*

40. 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 or electronically reproducible 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 in compliance with move out procedures. 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 when submitting applications for future residence with UCF DHRL.

41. 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 entire 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.

42. 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 Ph.D. degree. 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 shown in the Intent to Graduate Notice. UCF DHRL must receive written or electronically reproducible notice of cancellation under this paragraph 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 "academically disqualified" as determined by the educational institution the student was enrolled at during residency. 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 communicated to academically disqualified students by DHRL once DHRL is notified of their status by the Registrar's Office. If the student fails to move out by the communicated deadline, additional nightly rental amount will be applied.

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 Orange County, Florida and/or any county adjacent to Orange County, Florida. 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.

E. Internship, exchange student, or cooperative education program. The student must provide documentation of enrollment in, and successful completion of, an internship, exchange program, or cooperative education program. Eligible programs must award UCF academic credit towards graduation upon successful completion – programs that do not award academic credit towards graduation, or that award academic credit from another institution that will be transferred to UCF are not eligible. Participation in a program must impair or prevent residing in UCF DHRL facilities for more than three weeks of the semester cancelled. Program must be located more than 50 miles from both UCF DHRL main campus and residence facility being terminated. Successful completion of an internship, exchange student, or cooperative education program as described herein cancels the remaining portion or portions of the Student's housing agreement.

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 Executive Director of Housing or the Executive 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.

43. CERTAIN TERMINATIONS PROHIBITED; CERTAIN CANCELLATIONS NON-APPEALABLE: The following circumstances will not be considered a valid basis for termination of this agreement, and will be considered non-appealable or irrelevant to an appeal of a cancellation fee assessment:

A. Financial inconvenience by the Student or a third party alleging responsibility for the Student's housing charges; changes in financial circumstance are a risk solely borne by the Student.

B. Absence or lack of classes physically located conveniently to the student's residence; this agreement is not affected by the allegation or fact that any or all sections of classes the Student wishes to take or is actually taking are:

(1) not available to the student;

(2) available in whole or in part on-line, or

(3) offered at campuses other than the one containing the Student's residence.

STUDENT'S FINANCIAL OBLIGATIONS

44. RENTAL PREPAYMENT: Students are required to submit a rental pre-payment with this agreement, unless they receive a waiver of the rental prepayment from UCF DHRL Assignments staff. For an agreement beginning in a spring or fall semester the required rental prepayment is $250.00; for an agreement beginning in a summer semester or summer session the required rental prepayment is $100.00. This agreement may cover one, two, or three semesters depending on time of year and residence facility selected. Selecting which Agreement or agreements to submit is the sole responsibility

of the Student. The Student is encouraged to review carefully which agreement lengths are available for the residences requested – UCF DHRL is not responsible for choosing which Housing Agreement to submit, and will not refund rental pre-payments based upon the Student's failure to select the most advantageous Housing Agreement. UCF DHRL will not refund rental pre-payments except and unless:

A. UCF DHRL is unable to offer housing to the Student;

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; or

C. UCF DHRL, at its sole discretion, offers partial or total refunds to select classes of applicants in order to clear application lists.

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.

45. PAYMENT OF RENTS: Unless deferred by UCF DHRL, all housing rents relating to a specific period are due no later than the dates shown on Academic Calendar for the semester the Student will be in residence. 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. UCF DHRL will NOT send an invoice or billing statement to the Student. Payments are due on a semester-by-semester basis. The amount of each payment is shown in Section 69, Room Rates: Applicable Rates Schedule of this agreement. Payments are on a term-by-term basis pursuant to the Academic Calendar due date shown for the applicable semester.. Cancellation Fees are based upon the length of the agreement the Student and UCF DHRL agree to, and the time of the cancellation. 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 Academic Calendar for payment due dates.

46. PAYMENT OF OTHER HOUSING CANCELLATION FEES AND OTHER ASSESSMENTS: Except for rental charges, all housing charges, including but not limited to cancellation fees, rekey fees, and any other non-rental housing charge are due and payable when billed.

47. 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 Orange County Tourist Development Tax, in which case Housing is required to collect from the Student and remit taxes equal to 12.5% of the total rental value of the agreement to the State of Florida and/or Orange County. The additional 12.5% 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.

48. LATE FEES: UCF DHRL may charge a late fee of $100.00 if the student has a due and outstanding balance of charges for the specified semester outstanding past the due date specified for each semester. The late fee of $100.00 may be charged to the Student's account once per semester, if the Student has a total account balance for that semester then due and outstanding (including rental and non-rental charges). Responsibility for late fees on due and outstanding balances shall survive termination or cancellation of this agreement.

49. HOLDS: UCF DHRL may place a HOLD on the Student's account for unpaid past due balances. The HOLD will remain in place until the outstanding balance is 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.

50. 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.

51. CANCELLATION: UCF DHRL reserves the right to cancel this housing agreement administratively for failure to pay non-deferred amounts outstanding more than 30 days past the due date. UCF DHRL also reserves the right to cancel this

agreement administratively for failure to 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) in a reasonable fashion.

52. COLLECTIONS: Account balances outstanding at the end of a semester may be referred to collections, in which case, additional late fees, collection costs, collection agency fees, attorney's fees and court costs may be imposed and recovered in addition to the initial outstanding balance. Accounts that have been referred to collections are not appealable, and will not be considered by the Housing Administrative Appeals Board.

53. FLORIDA PREPAID COLLEGE PROGRAM FOR HOUSING: If the Student has or is a beneficiary of a Florida Prepaid College Dormitory Program (FPCDP) housing plan, UCF DHRL can bill the FPCDP 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 FPCDP account information to UCF DHRL far enough in advance of due dates for UCF DHRL to bill and collect applicable FPCDP payments. Complete and accurate FPCDP information includes the student's full legal name, Social Security Number, and Florida Prepaid College Dormitory Plan Number, If UCF DHRL is unable to bill and collect FPCDP payments on or before due dates because of missing or erroneous FPCDP information, the Student may be assessed applicable late fees. Late fees or are not covered by the FPCDP housing plan, and shall be the responsibility of the Student.

B. FPCDP housing plans 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 FPCDP housing plan, then the Student shall be responsible for any housing rents or assessments not covered by the FPCDP housing plan. Housing rents or assessments not covered by FPCDP 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 FPCDP 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 FPCDP housing plan, and are the responsibility of the Student.

STUDENT CONDUCT AND SANCTIONS

54. BEHAVIOR AND CONDUCT: The Student is responsible for knowing and observing all UCF rules, 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 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. Valencia College students are also held responsible for knowing and observing both UCF and Valencia College rules, regulations and procedures as they may be promulgated from time to time.

55. VIOLATIONS BY INDIVIDUALS, ORGANIZATIONAL UNITS, COMMUNITIES, AND PROGRAMS: Certain students may receive residence assignment based in whole or in part upon participation in an organizational unit such as a Greek letter organization that leases residence space from Housing and Residence Life, or a residential community or program granted preferences in residence assignment (i.e., a "Living Learning Community").

A. If the Student is sanctioned by the organization unit, community, or program, and as a result is no longer able or allowed to participate in the organization, community or program, the Student agrees that reassignment or cancellation of this agreement incident to or as a result of the Student's removal from the organization, community or program shall be deemed a response to action by the Student.

B. If the organization, community, or program is: sanctioned, disbanded, or otherwise becomes ineligible to remain on campus or in DHRL Housing facilities, then some or all student participants in that organization, community, or program may have their residences reassigned or cancelled. The Student agrees that reassignment or cancellation of this agreement incident to or because of sanctions imposed upon the organization, community, or program shall be deemed a response to action by the Student, regardless of whether the Student knew or participated in the activities causing the organization

unit, community, or program to become ineligible to remain on campus.

56. VIOLATIONS OF LAW: Beginning with the submission of the UCF DHRL On-Line Agreement, 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 that 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 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.

57. 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.

58. 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. Willfully tampering with fire protection equipment will be prosecuted to the full extent of the law.

59. 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.

60. 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.

61. 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. Receipt of these items through any postal facility on campus is not permitted. 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, switchblades, knives, nun-chucks, slingshots, 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.

62. 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.

63. 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 Living Guide, 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, and 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. Valencia College students who violate Valencia College rules and regulations, are sanctioned by Valencia College officials or conduct boards, or who violate UCF student conduct rules and regulations as specified in section 5 of this agreement may be sanctioned directly by a UCF DHRL official, a Housing conduct board, or be referred to Valencia College conduct officials. All portions of this section regarding sanction applicable to UCF students are also applicable to Valencia College students, except that non-Housing sanctions will be referred to and administered by Valencia College officials or boards.

IMPORTANT DATES

64. APPLICABLE IMPORTANT DATES SCHEDULE: Important dates applicable to the Student's specific agreement are based upon duration of the agreement (i.e., one semester agreement, two semester agreement or three semester agreement) entered into by the Student. The Student bears sole responsibility for knowing the duration of the agreement applicable to the Student's housing. Room assignments can be viewed by logging into myUCF, then navigating to Student Self Service/Housing/Assignment. Dates are subject to change.

65 IMPORTANT DATES SCHEDULES: Please refer to the UCF Academic Calendar for the applicable term(s).

CANCELLATION FEES

66. APPLICABLE CANCELLATION FEE SCHEDULE: Cancellation fees applicable to the Student's specific agreement are based upon duration of the agreement (i.e., one semester agreement, two semester agreement or three semester agreement) entered into by the Student. The Student bears sole responsibility for knowing the duration of the agreement applicable to the Student's housing. Room assignments can be viewed by logging into myUCF, then navigating to Student Self Service/Housing/Assignment.

67. CANCELLATION DATE CALCULATIONS: Cancellation fees are calculated based upon the duration of the agreement, the date cancellation is received by UCF DHRL, and the date move out procedures are completed. Residents considering cancelling should review paragraph 10 and paragraphs 35 to 41 of this agreement.

68. CANCELLATION FEE SCHEDULES:		
A.	**One Semester: Fall 2020 Only Agreements**	
	Date of Cancellation	Total Cost of Cancelled Agreement Upon Move Out
(1)	Prior to Saturday, May 02, 2020	$100.00; may not commence residence
(2)	From Saturday, May 02, 2020 to Friday, July 17, 2020	$250.00; may not commence residence
(3)	From Saturday, July 18, 2020 to Friday, September 04, 2020	$1,000.00, plus prorated Fall rent for days in residence, if any
(4)	After Friday, September 04, 2020	100% Fall rent, regardless of move out date
(5)	NO-SHOW: If the Student has not checked into the Student's assigned room by Friday, September 04, 2020, or	

contacted UCF DHRL to arrange 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.

B. Two Semester: Fall 2020 – Spring 2021 Agreements

	Date of Cancellation	Total Cost of Cancelled Agreement Upon Move Out
(1)	Prior to Saturday, May 02, 2020	$100.00; may not commence residence
(2)	From Saturday, May 02, 2020 to Friday, July 17, 2020	$250.00; may not commence residence
(3)	From Saturday, July 18, 2020 to Friday, September 04, 2020	$1,000.00, plus prorated Fall rent for days in residence, if any
(4)	From Saturday, September 05, 2020 to Sunday, December 13, 2020	$1,000.00, plus 100% Fall rent, regardless of move out date; move out after Sunday, December 13, 2020 will incur an additional per night charge
(5)	From Monday, December 14, 2020 to Friday, January 15, 2021	100% of Fall rent if not previously billed, plus $1,250.00, plus prorated rent for Spring days in residence, if any
(6)	After Friday, January 15, 2021	100% of Fall rent if not previously billed, plus 100% of Spring rent, regardless of move out date

(7) NO-SHOW: If the Student has not checked into the Student's assigned room by Friday, September 04, 2020 or contacted UCF DHRL to arrange 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.

C. Three Semester: Fall 2020 – Spring 2021 – Summer 2021 C Agreements

	Date of Cancellation	Total Cost of Cancelled Agreement Upon Move Out
(1)	Prior to Saturday, May 02, 2020	$100.00; may not commence residence
(2)	From Saturday, May 02, 2020 to Friday, July 17, 2020	$250.00; may not commence residence
(3)	From Saturday, July 18, 2020 to Friday, September 04, 2020	$1,000.00, plus prorated Fall rent for days in residence, if any
(4)	From Saturday, September 05, 2020 to Sunday, December 13, 2020	$1,250.00, plus 100% of Fall rent, regardless of move out date; move out after Sunday, December 13, 2020 will incur an additional per night charge
(5)	From Monday, December 14, 2020 to Friday, January 15, 2021	$1,500.00, plus 100% of Fall rent if not previously billed, plus prorated rent for Spring days in residence, if any
(6)	From Friday, January 15, 2021 to Friday, May 21, 2021	$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 Wednesday, May 5, 2021
(7)	After Friday, May 21, 2021	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

(8) NO-SHOW: If the Student has not checked into the Student's assigned room by Friday, September 04, 2020, or contacted UCF DHRL to arrange 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.

D. One Semester: Spring 2021 Only Agreements

	Date of Cancellation	Total Cost of Cancelled Agreement Upon Move Out
(1)	Prior to Monday, December 14, 2020	$250.00; may not commence residence
(2)	From Monday, December 14, 2020 to Friday, January 15, 2021	$1,000.00, plus prorated Spring rent for days in residence, if any; must move out on or before Friday, January 15, 2021
(3)	After Friday, January 15, 2021	100% of Spring rent, regardless of move out date

(4) NO-SHOW: If the Student has not checked into the Student's assigned room by Friday, January 15, 2021, or contacted UCF DHRL to arrange 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.

E. Two Semester: Spring 2021 – Summer 2021 C Agreements

Date of Cancellation	Total Cost of Cancelled Agreement Upon Move Out
(1) Prior to Monday, December 14, 2020	$250.00; may not commence residence
(2) From Monday, December 14, 2020 to Friday, January 15, 2021	$1,000.00, plus prorated Spring rent for days in residence, if any; must move out on or before Wednesday, May 5, 2021
(3) From Friday, January 15, 2021 to Saturday, March 06, 2021	100% Spring rent if not previously billed, plus $2,000.00 regardless of move out date; must move out on or before Tuesday, May 04, 2021
(4) After Saturday, March 06, 2021	100% Spring rent, plus 100% Summer rent; regardless of move out date

(5) NO-SHOW: If the Student has not checked into the Student's assigned room by Friday, January 15, 2021, or contacted UCF DHRL to arrange 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.

F. One Semester: Summer 2021 A Only

Date of Cancellation	Total Cost of Cancelled Agreement Upon Move Out
(1) Prior to Friday, March 05, 2021	$100.00; may not commence residence
(2) From Saturday, March 06, 2021 to Saturday, May 15, 2021	$300.00, plus prorated Summer rent for days in residence, if any
(3) After Thursday, May 20, 2021	100% of Summer rent, regardless of move out date

(4) NO-SHOW: If the Student has not checked into the Student's assigned room by Thursday, May 20, 2021, or contacted UCF DHRL to arrange 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 $300.00.

G. One Semester: Summer 2021 B Only Agreements

Date of Cancellation	Total Cost of Cancelled Agreement Upon Move Out
(1) Prior to Saturday, May 15, 2021	$100.00; may not commence residence
(2) From Saturday, May 15, 2021 to Saturday, June 26, 2021	$300.00, plus prorated Summer rent for days in residence, if any
(3) After Saturday, June 26, 2021	100% of Summer rent, regardless of move out date

(4) NO-SHOW: If the Student has not checked into the Student's assigned room by Saturday, June 26, 2021 or contacted UCF DHRL to arrange 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 $300.00.

H. One Semester: Summer 2021 C Only Agreements

Date of Cancellation	Total Cost of Cancelled Agreement Upon Move Out
(1) Prior to Friday, March 05, 2021	$100.00; may not commence residence
(2) From Saturday, March 06, 2021 to Saturday, May 15, 2021	$300.00, plus prorated Summer rent for days in residence, if any
(3) After Thursday, May 20, 2021	100% of Summer rent, regardless of move out date

(4) NO-SHOW: If the Student has not checked into the Student's assigned room by Thursday, May 20, 2021, or contacted UCF DHRL to arrange 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 $300.00.

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ROOM RATES

69. APPLICABLE RATES SCHEDULE: The rates for Fall 2020, Spring 2021, and Summer 2021 are:

Community	Bed Space Type	Building or location	Fall 2020	Spring 2021	Summer 2021 A	Summer 2021 B	Summer 2021 C
Apollo Community	Shared Bedroom – 2/1 Residence Hall	Lake, Osceola, Polk, Volusia	TBD See Note 1	TBD See Note 1	TBD See Note 1	TBD See Note 1	TBD See Note 1
Apollo Community	Private Bedroom – 3/1 Residence Hall	Lake, Osceola, Polk, Volusia	TBD See Note 1	TBD See Note 1	TBD See Note 1	TBD See Note 1	TBD See Note 1
Greek Park Community	Shared Bedroom – 1/0 Greek House	ΚΑΘ, ΑΕΦ	TBD See Note 1	TBD See Note 1	TBD See Note 1	TBD See Note 1	TBD See Note 1
Greek Park Community	Shared Bedroom – 1/0 Greek House	ΚΚΓ, ΧΩ	TBD See Note 1	TBD See Note 1	TBD See Note 1	TBD See Note 1	TBD See Note 1
Hercules/Nike Community	Shared Bedroom – 2/1 Residence Hall	101-103, 108-110	TBD See Note 1	TBD See Note 1	TBD See Note 1	TBD See Note 1	TBD See Note 1
Hercules/Nike Community	Private Bedroom - 2/1 Apartment	104-107, 111-114	TBD See Note 1	TBD See Note 1	TBD See Note 1	TBD See Note 1	TBD See Note 1
Hercules/Nike Community	Private Bedroom - 4/2 Apartment	104-107, 111-114	TBD See Note 1	TBD See Note 1	TBD See Note 1	TBD See Note 1	TBD See Note 1
Lake Claire Community	Private Bedroom - 4/2 Apartment	55-70	TBD See Note 1	TBD See Note 1	TBD See Note 1	TBD See Note 1	TBD See Note 1
Libra Community	Shared Bedroom - 2/1 Residence Hall	Brevard, Orange, Seminole	TBD See Note 1	TBD See Note 1	TBD See Note 1	TBD See Note 1	TBD See Note 1
Libra Community	Shared Bedroom - 2/1 Residence Hall	Citrus, Flagler, Sumter	TBD See Note 1	TBD See Note 1	TBD See Note 1	TBD See Note 1	TBD See Note 1
Neptune Community	Private Bedroom - 4/2 Residence Hall	156-158	TBD See Note 1	TBD See Note 1	TBD See Note 1	TBD See Note 1	TBD See Note 1
NorthView Community	Private Bedroom - 4/4 Apartments	Floors 1-7	TBD See Note 1	TBD See Note 1	TBD See Note 1	TBD See Note 1	TBD See Note 1
NorthView Community	Private Bedroom - 4/4 Loft	Floors 1-7	TBD See Note 1	TBD See Note 1	TBD See Note 1	TBD See Note 1	TBD See Note 1
NorthView Community	Private Bedroom - 2/2 Apartment	Floors 1-7	TBD See Note 1	TBD See Note 1	TBD See Note 1	TBD See Note 1	TBD See Note 1
Rosen College Community	Private Bedroom - 2/1 Apartment	904, 905	TBD See Note 1	TBD See Note 1	TBD See Note 1	TBD See Note 1	TBD See Note 1
Rosen College Community	Private Bedroom - 4/2 Apartment	904, 905	TBD See Note 1	TBD See Note 1	TBD See Note 1	TBD See Note 1	TBD See Note 1
Towers Community	Private Bedroom - 4/4 Apartment	Tower I, II, III, IV	TBD See Note 1	TBD See Note 1	TBD See Note 1	TBD See Note 1	TBD See Note 1
Towers Community	Private Bedroom - 4/2 Apartment	Tower I, II, III, IV	TBD See Note 1	TBD See Note 1	TBD See Note 1	TBD See Note 1	TBD See Note 1
Towers Community	Private Bedroom - 1/1 Apartment	Tower I, II, III, IV	TBD See Note 1	TBD See Note 1	TBD See Note 1	TBD See Note 1	TBD See Note 1
Towers Community - Group	Private Bedroom - 4/2 Apartment	Tower I, II, III, IV	TBD See Note 1	TBD See Note 1	TBD See Note 1	TBD See Note 1	TBD See Note 1
Towers Community – Group Summer C Conversion 1	Private Bedroom - 4/2 Apartment	Tower I, II, III, IV	TBD See Note 1	TBD See Note 1	TBD See Note 1	TBD See Note 1	TBD See Note 1
Towers Community – Group Summer C Extension 2	Private Bedroom - 4/2 Apartment	Tower I, II, III, IV	TBD See Note 1	TBD See Note 1	TBD See Note 1	TBD See Note 1	TBD See Note 1
UnionWest at Creative Village	Private Bedroom – 4/2 Suite	UnionWest at Creative Village	TBD See Note 1	TBD See Note 1	TBD See Note 1	TBD See Note 1	TBD See Note 1

UnionWest at Creative Village	Shared Bedroom – 4/2 Suite	UnionWest at Creative Village	TBD See Note 1	TBD See Note 1	TBD See Note 1	TBD See Note 1	TBD See Note 1
UnionWest at Creative Village	Private Bedroom – 4/2 Apartment	UnionWest at Creative Village	TBD See Note 1	TBD See Note 1	TBD See Note 1	TBD See Note 1	TBD See Note 1
UnionWest at Creative Village	Shared Bedroom – 4/2 Apartment	UnionWest at Creative Village	TBD See Note 1	TBD See Note 1	TBD See Note 1	TBD See Note 1	TBD See Note 1
UnionWest at Creative Village	Private Bedroom – 4/4 Apartment	UnionWest at Creative Village	TBD See Note 1	TBD See Note 1	TBD See Note 1	TBD See Note 1	TBD See Note 1

NOTE 1: Rates are provided in this format for ease of reference only. The presence or absence of a rate in any specific cell is not intended to indicate that type of accommodation is available or offered for that facility in that term or session. Please refer to page 1 of your agreement for the community, bed space type, semesters and/or sessions applicable under this agreement. Rates shown as TBD were not available at publication date of this agreement. Rates for 2020-2021 will not exceed comparable 2018-2020 rates by more than 10%. Students who complete an agreement with TBD rates appearing agree to accept the rate eventually established by UCF DHRL for 2020-2021.

70. 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 and approved by the Board of Trustees in their minutes are deemed the source document for all non-public-private-partnership 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. Rates for public-private partnership housing ventures (NorthView, Rosen, Towers, and Union West at Creative Village) are set by the private owner/developer with input from DHRL regarding market conditions and feedback from students. Neither Housing nor the Board of Trustees can change or modify rates set by private owners, except and unless permitted by this agreement, or with written approval and direction, in writing or reproducible electronic format, by the private owner.

71. CREATIVE VILLAGE COMMUNITY. The UnionWest at Creative Village Community residences are privately owned by Creative Village SHP Owner LLC, its successors and assigns (Owner). Any Student seeking residence in the UnionWest at Creative Village Community is entering into this agreement with and for the benefit of the Owner. UCF and UCF DHRL are managing the UnionWest accommodations for the benefit of the Owner. Owner is not liable for any damages loss, theft of personal property, failure, or interruption of utilities, or injury to any person, arising from any act or omission of UCF or UCF DHRL, nor from any other cause beyond Owner's control or beyond Owner's obligations as expressly set forth in the Management Agreement between Owner and UCF DHRL. Personnel authorized for entry per section 28 may include authorized personnel of Owner. Owner's authorized personnel shall adhere to the same qualifications and procedures for entry as personnel authorized by UCF DHRL. Entry by Owner's authorized personnel shall be escorted by UCF personnel at all times during such entry. All rents, assessments and fees paid or payable by the Student will be collected by UCF DHRL for the benefit of Owner, and paid over by UCF DHRL to Owner; except that if ever UCF DHRL is no longer the manager of the Creative Village Community all rents, assessments and fees becoming due after the date that the Student is notified that the UCF DHRL management agreement is terminated will be paid to Owner or to such successor manager for Owner as Owner may direct.

2019-10-10 - Original draft approved by GC.