

University of Central Florida Department of Housing and Residence Life

Addendum for Non-UCF Students to 2021-2022 UnionWest Housing Agreement (this “Addendum”)

The University of Central Florida (UCF), and its Department of Housing and Residence Life (UCF DHRL) as manager of the student housing at UnionWest, and Creative Village SHP Owner, LLC as the Owner of UnionWest, provide the opportunity for Students from UCF and from Valencia College (Valencia) to live within the UnionWest at Creative Village Community. This Addendum is an integral part of the Housing Agreement entered into by the Student with respect to the Student’s residency at UnionWest, and controls in the event of a conflict between the Housing Agreement and this Addendum. It clarifies, emphasizes and further expands upon certain points with regard to the Student obligation to pay the rent, fees and assessments required by the Housing Agreement.

Additional Terms, Conditions and Responsibilities for 2021-2022 UnionWest Housing Agreement for Non-UCF Students:

General Provisions Relating to Payment of Rent, Fees and Assessments.

- A. The Student obligation to pay the rent, fees and assessments required by the Housing Agreement is not altered, changed, reduced, modified or otherwise affected by decisions of UCF and/or Valencia with regard to class schedule, course offerings, number of courses, course content, extracurricular opportunities, in-person vs. on-line classes, etc.
- B. Rent is due whether or not the Student actually occupies or utilizes the residence.
- C. Rent is due whether or not the Student decides to move back home or seeks alternative living arrangements.
- D. A cancellation of the Housing Agreement does not excuse the Student obligation to pay all rent, fees and assessments that are unpaid for the remainder of the semester or term covered by the Housing Agreement.
- D. The failure of Student to timely pay the amounts due under the Housing Agreement may result in any one or more of the following:
 - 1. the Student may be prevented from registering for classes, conducting drop/add/withdraw, graduating, viewing grades, and receiving a diploma or transcripts at UCF and/or Valencia,
 - 2. the Student’s account being flagged as delinquent and past due,
 - 4. the Student’s delinquent accounts being reported to a credit rating agency,
 - 5. the Student’s delinquent account being turned over to a third-party attorney or collection service to collect amounts due, with the Student responsible for all fees and costs incurred by UCF DHRL or Owner,
 - 6. the Student being locked out of their residence, and/or
 - 7. such other action as UCF DHRL or Owner (or their agents) may deem appropriate.
- E. Notwithstanding anything to the contrary in the Housing Agreement, UCF, UCF DHRL and Owner reserve the right to use any and all legal remedies to collect amounts due from the Student or any guarantor of the Student’s obligations, with the Student responsible for all fees and costs incurred by UCF DHRL or Owner.
- F. UCF and/or Valencia, as applicable, may place a hold on the Student’s account for unpaid past due balances under the Housing Agreement. The hold will remain in place until the outstanding balance is paid or resolved. A hold can prevent the Student from enrolling or registering for classes, conducting drop/add/withdraw, graduating, viewing grades, receiving a transcript or receiving a diploma from UCF and/or Valencia, as applicable.

Additional Terms, Conditions and Responsibilities for 2021-2022 UnionWest Housing Agreement applicable solely to Valencia Students:

Students who are registered to attend UCF (UCF Students) have an account with UCF that allows for UCF DHRL to directly receive applicable financial aid (scholarships, grants, loans and similar sources) to be applied to amounts due from the Student under the Housing Agreement. Additionally, UCF and UCF DHRL have a direct relationship with UCF Students whereby UCF and UCF DHRL will place holds on the UCF Student accounts and records if there are unpaid amounts due to UCF DHRL. Contrary to the UCF Students, Students who are registered at Valencia (Valencia Students) receive certain financial aid (scholarships, grants, loans and similar sources) distributed directly to Valencia Students and do not have an account at UCF that would allow for UCF DHRL to directly collect amounts due hereunder. For Valencia Students, UCF and UCF DHRL do not have a direct mechanism to place a hold on Valencia Student's accounts and records if there are unpaid amounts due to UCF DHRL. Therefore, Valencia Students acknowledge and agree that they are subject to the following additional provisions to assure the payment and collection of housing rents and any amounts due under the Housing Agreement. Please take time to carefully review each item and respond as indicated below.

1. UnionWest Residents With Established Payment History.

Valencia Students who are existing UnionWest residents with an established payment history at UnionWest and no past due amounts under their existing Housing Agreement, as confirmed by UCF DHRL, are exempt from the following provisions in Sections 2 through 4, with the understanding that this Housing Agreement shall be automatically cancelled by UCF DHRL if Student fails to maintain ongoing compliance with this provision. Notwithstanding anything to the contrary in the Housing Agreement, no Valencia Student will be allowed to enter into a Housing Agreement if they have any past due or unpaid amounts under a prior UCF DRHL Housing Agreement. The following Sections 2 through 4 apply solely to Valencia Students seeking residency at UnionWest who do not have an established payment history at UnionWest.

2. Payment Plan Option for Valencia Students.

- A. Valencia Student may choose to pay the first month's rent in advance of the Valencia Student moving in to UnionWest, and to pay a pro rata portion of the semester's rent monthly in advance on or before the first day of each calendar month in the semester. If approved by Owner, in its sole discretion, the Valencia Student's agreement to pay will be in such written form as may be required by Owner.
- B. At the sole discretion of UCF DHRL, failure to comply with the payment plan set forth in this Section 2 may result in immediate cancellation of the Housing Agreement; however, the Student's obligation to pay remaining amounts due for the remainder of the semester shall survive any such cancellation.

3. Proof of Valencia Student Financial Ability To Pay.

- A. If the Valencia Student (i) does not qualify under Sections 1 or 2 above, or (ii) after having qualified does not thereafter remain in full compliance with applicable requirements, then the Valencia Student will be required to select from the following options:

CHOOSE ONE (Initial)

- Provide proof of my financial ability to pay; OR
- Provide a written personal third party Guaranty; OR
- Provide a third-party backstop, credit enhancement or other financial arrangement.

- B. To qualify under this Section 3, Valencia Student represents and warrants that it has verifiable financial ability to pay the required rent payments and upon request (i) Valencia Student shall provide proof of the Valencia Student's financial ability to pay rent payments due hereunder in such form as may be required by UCF DHRL, Owner, or Owner's designee, or (ii) Valencia Student shall provide a written personal third-party Guaranty of the Valencia Student's obligation to pay rent payments due hereunder executed by a guarantor acceptable to Owner in the form required by Owner, or (iii) Valencia Student shall provide third party backstop, credit enhancement or other financial arrangement acceptable to Owner.
- C. Owner may accept a different payment plan or proof of ability to pay in the sole and absolute discretion of Owner, subject to such requirements and qualifications as may be established by Owner.
- D. Decisions with respect to the options described in this Section 3 shall be at the sole and absolute discretion of UCF DRHL, Owner or Owner's designee.

4. General Terms and Provisions for Valencia Students.

- A. Valencia Students who do not qualify pursuant to sections 1-3 above, will have their Housing Agreement terminated and their prepayment refunded, less a \$50 non-refundable processing fee.
- B. Valencia Students shall submit a separate Valencia Student Information form with such information as Owner may deem necessary or appropriate.
- C. Upon receipt of any form of financial aid, the Valencia Student agrees to immediately deliver the portion applicable to student housing to UCF DHRL to be used to pay rent due under the Housing Agreement. Valencia Student knowingly enters into this Housing Agreement understanding that it is their responsibility to use applicable financial aid received by Valencia Student to pay all rent, assessments and fees owed by Valencia Student under the Housing Agreement.
- D. Valencia Student acknowledges and agrees that UCF and/or UCF DHRL may contact Valencia and advise Valencia if the Valencia Student has failed to make any required payment due hereunder, in which event Valencia Student agrees that Valencia may place a hold on a Valencia Student's official transcript or future Valencia registration until necessary payment is made and/or take such other action as Valencia may deem appropriate.
- E. Any Valencia Student that owes money to UCF and/or UCF DHRL will not be allowed to register for any UCF classes nor provided any of its services, including other student housing, until such delinquent amounts are paid in full. Such provision applies to the "2 + 2" program and Valencia Students will not be allowed to register for classes at UCF via the 2 + 2 program if they have a past due or delinquent account with UCF and/or UCF DHRL.

END OF VALENCIA STUDENT SECTION

Action Required By Non-UCF Students:

All Non-UCF Students with completed Housing Agreements must complete this "Addendum for Non-UCF Students to 2021-2022 UnionWest Housing Agreement" form in the Housing Portal.

If you do not accept this Addendum, you will not be assigned or accepted to live in the student housing at UnionWest for the 2021-2022 year. If you have already completed a Housing Agreement and wish to decline the Addendum, go to the Housing Portal and indicate that you do not accept the Addendum and wish to cancel your Housing Agreement – reference the "Addendum for Non-UCF Students to 2021-2022 UnionWest Housing Agreement" form in the Housing Portal. Cancellation fees listed in the Housing Agreement Terms and Conditions are applicable.

Acceptance and acknowledgment of this Addendum is a prerequisite to a Non-UCF Student living in the UnionWest at Creative Village Community.