

**UCF DEPARTMENT OF HOUSING AND RESIDENCE LIFE
2022-2023 HOUSING AGREEMENT**

This UCF Housing Agreement is entered into by and between THE UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES (“University”) and a prospective or enrolled student (“Student”) who is, and intends to remain, enrolled at the University of Central Florida.

BACKGROUND

A. University owns and/or operates student residence hall facilities through its Department of Housing and Residence Life (“DHRL”) on or near its campus in Orlando, Florida, in order to provide housing to enrolled University students during specified times of the academic year.

B. Student is an admitted University Student that intends to enroll and remain enrolled in the University for the duration of the term of this Agreement.

C. Submitting this Agreement in the online portal, or delivering a hard copy in accordance with the procedure outlined below, represents a Student’s desire to occupy and utilize an assigned space in one of the University’s residence hall facilities, and Student understands that the University will assign the particular facility and does not assign room (the “Space”) subsequent to Student’s execution of this Agreement.

D. Student is required to execute this Agreement in order to secure a Space, and University and Student enter into this legally binding Agreement to set forth the terms and conditions governing Student’s occupancy and use of Space.

In consideration of the mutual promises and covenants contained herein, University and Student intending to be legally bound agree as follows:

ARTICLE I - GENERAL

1.1 RECITALS. The recitals set forth in the background section above are true and correct and are incorporated herein by reference.

1.2 EFFECTIVE DATE. This Agreement becomes effective and enforceable immediately upon the date which Student electronically signs this Agreement and submits it via the DHRL’s online portal or upon the date which it is signed and physically delivered to DHRL if a hard copy of the Agreement is used.

1.3 GRANT OF USE. In exchange for Student’s payments to the University in accordance with this Agreement, and subject to all of its terms, conditions, and restrictions, the University grants conditional authorization to Student to occupy and use the Space, to be determined and assigned to Student within DHRL’s sole discretion.

1.4 ELIGIBILITY REQUIREMENT FOR HOUSING.

1.4.1 Student must have been granted admission to the University to be eligible to apply for housing. Student must submit both the Housing Agreement and pre-payment rent, unless pre-payment of rent is waived.

1.4.2 While in residence, Student must be enrolled in and attending:

- i. Nine (9) or more credit hours at their educational institution(s) during fall and spring semesters, and/or
- ii. Three (3) or more credit hours during summer semesters, except as provided in subsections iii, iv, and v of this section.
- iii. If Student’s enrollment drops below these levels at any point in time, but Student is still enrolled in at least one credit hour of classes, Student must apply in writing for 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 Executive Director of Housing, or designee. If Student at any time ceases to be enrolled in ANY credit hours at their educational institution(s) (i.e., is enrolled in 0 credit hours), Student must move out of the residence within 72 hours, or such greater period as DHRL, at its sole discretion, may allow.
- iv. The summer enrollment requirement is waived for residents residing in the Towers, NorthView,

Rosen, and Greek Communities 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.

- v. The summer enrollment requirement may be waived by the Executive Director or designee for students with a demonstrated need to live in campus residential facilities to complete university recognized summer related campus activities, trainings, or commitments.

1.5 TERM. This Agreement is binding upon the Effective Date. However, Student is not assured of an assigned Space unless and until Student has paid to the University the required prepaid rent, or University has recognized such payment as deferred. Student's authorization to occupy and use the assigned space is valid only **Spring 2023** ("Term"). Exact dates for the beginning and end of each semester, as well as move in and move out dates, are available at <http://calendar.ucf.edu>. The Term may be adjusted with notice to the student to align with the University academic calendar. Any requests for early move in must be submitted in writing as described in section 1.9 and are not guaranteed. Early move in may incur additional charges or fees.

1.6 OCCUPANCY. Student's occupancy of the Space will officially begin when Student signs for the keys (electronic access, hard key, or both) to his/her assigned space and will be terminated when written authorization is completed and the above key(s) are returned to the appropriate office, as outlined in the move-out procedures. Student may not designate another person to pick up or turn in keys. Failure to follow move-out procedures may result in monetary charges or continued financial responsibility for the terms under this Agreement.

1.7 RESIDENCY RIGHTS NEITHER SHARABLE NOR TRANSFERABLE BY RESIDENTS. Space may only be occupied by Student to whom the room is assigned. Residence accommodations shall not be shared with any other individual not officially assigned to that residence, and may not be sublet, assigned, divided, sublicensed or in any way transferred by Student. Residents are prohibited from removing beds from, or placing additional beds in, any room. Appropriate monetary charges, as determined by DHRL, will be assessed and/or disciplinary action will be taken against violations of the provisions of this paragraph.

1.8 GUEST AND VISITOR ACCESS. Guest and visitor access may be prohibited or restricted within the Space or building. Student is responsible for the actions and any damages incurred by their guests. Student is prohibited from hosting a person in their Space or residence hall when Student knows that person has been barred from campus by the University Police or other University official. Any student or person who knowingly violates this section may be subject to all applicable University, civil and criminal penalties.

1.9 AUTHORIZED ENTRY BY UCF PERSONNEL. Authorized UCF personnel, as specified and defined in DHRL publications, may enter any DHRL facility (including rooms, suites, apartments, and shared common areas) in the event of an emergency. Authorized UCF personnel may enter any 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 believes a violation of this Agreement, University policy, or violation of any local, state, or federal law, regulation, or ordinance is in progress. Personal property in DHRL facilities will not be searched without consent of Student, except in circumstances where law enforcement officers may conduct a search in accordance with existing law.

1.10 CARE AND MAINTENANCE OF RESIDENCE FACILITIES. Student is responsible for the care of rooms, furnishings and equipment in the residence facilities, and for keeping Space and shared common areas clean and sanitary, including 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 DHRL and may not be moved or transferred from the assigned room or area without prior written permission from DHRL. Changes or modifications to residence accommodations are prohibited, unless specifically authorized by prior written approval from DHRL. 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. Student is 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.

1.11 ACTIONS REQUIRED TO BE TAKEN PRIOR TO SPACE ASSIGNMENT. DHRL may, at its sole discretion, set deadlines for completion of actions to be taken prior to assignment of bed space or commencement of residency. These actions may 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 1.18 of this Agreement. Failure to act, seek a waiver of the requirement from DHRL, seek an extension of time to meet the requirement, or timely respond to deadline communications will result in sanctions including but not limited to; cancellation of Housing Agreement; cancellation of bed space assignment, and imposition of cancellation fees.

1.12 SPACE ASSIGNMENT.

1.12.1 Equal Opportunity: UCF is an equal opportunity and affirmative action institution. DHRL assigns residence accommodations to qualified residents without regard to race, color, religion, national origin, disability, age, and/or sexual orientation.

1.12.2 No Guarantee: DHRL does not guarantee an assignment to a specific community, building, room, roommate, room type, or room occupancy. DHRL reserves the right to consolidate, change the room's gender designation, occupancy designation, or change the assignment either in advance of check-in or after the start of the Term in the interest of order, discipline, health, safety, security, maximum utilization of facilities and resources, or for the failure to pay rent or charges in a timely manner.

1.12.3 Room Consolidation: Residence assignments may be consolidated when vacancies occur in any residence facility, to minimize the number of rooms, suites, and/or apartments not at full occupancy. Student may be required to change residence assignment and move to facilitate room consolidation. Students who refuse to consolidate in rooms/apartments/suites not at full capacity may be charged additional rent as determined by DHRL.

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

1.14 USE OF COMMON AREA. DHRL reserves the right to determine the need for and the use of all Spaces, lounges, and other common or public areas in and around the residence halls. DHRL, in its discretion, may limit or restrict the use of those areas or convert those areas when deemed necessary by DHRL.

1.15 ACCESSIBILITY. A variety of facilities are available for students with accessibility needs and other medical considerations in the residence halls. Students requesting reasonable accommodations for housing based on an accessibility need or a medical condition must submit their request for said accommodations via the Housing Portal during the application process. DHRL may confer with other university offices including but not limited to the Office of Student Accessibility Services and/or Student Health Services in order to determine any reasonable and appropriate accommodations. All information provided to DHRL substantiating an accessibility need or medical condition will be maintained in strict confidence pursuant to federal and Florida laws.

1.16 UTILITIES. DHRL is not liable for interruption or failure of utilities such as heating, air conditioning, water, electricity, cable or internet. The University reserves the right to assess additional charges and/or rent during the Agreement period to offset increased utility and/or other operational costs, provided the University gives written notification to the Student at least 30 days prior to any increase in rent or charges.

1.17 DAMAGE TO FACILITIES. Student will promptly report damages and request necessary repairs, in accordance with established and published procedures. Student is responsible for damage caused by Student, and DHRL reserves the right to charge Student for damages caused by 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. DHRL also reserves the right to charge Student for a portion of damages caused to spaces shared by Student when the person responsible for damages to shared spaces cannot be identified.

1.18 OFFICIAL COMMUNICATIONS TO STUDENT. DHRL will communicate with Student at the email address appearing on the DHRL On-Line Agreement, until Student establishes a Knights e-mail account. Once a Knights e-mail account is established, all further communications will be to Student's Knights e-mail account. Student also hereby consents to receiving text messages from the University or DHRL from time to time.

1.19 OFFICIAL COMMUNICATION TO DHRL. Communications to DHRL regarding this Agreement should be in writing. DHRL is not responsible for communications sent by Student but not received by DHRL. Student is solely responsible for ensuring that DHRL receives Student's communications. Student should employ return receipt delivery and/or delivery confirmation as appropriate. 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

1.21 ADHERENCE TO UCF POLICIES, PROCEDURES, AND REGULATIONS. The DHRL Community Living Guide (CLG) and the UCF Golden Rule are hereby incorporated in this Agreement. Student agrees to comply with, and uphold, all University policies, guidelines, procedures, regulations, as well as all local, state, and federal laws, as they may be updated from time to time. UCF and DHRL reserves the right to make additional policies, guidelines, procedures, and regulations, as well as amend the same from time to time. DHRL agrees to make reasonable efforts to inform Student of any changes or pertinent policy information.

1.22 HEALTH AND SAFETY.

1.22.1 Student acknowledges the inherent and elevated risk associated with living in a community environment and Student's shared obligation to prioritize health and safety for the benefit of the entire community. Student is responsible for considering their own personal health status and risk factors inherent with community living before entering into this Agreement. UCF is not responsible for, and does not carry insurance to pay for, medical or other expenses associated with any illness, damage or injury Student may sustain as a result of living in the Space.

1.22.2 Student is required to comply with all laws, orders, ordinances, policies, regulations, and guidance adopted by UCF or DHRL as it relates to pandemic illness. This may include policies adopted to minimize risk of exposure to pandemic illness, including such practices as social distancing, wearing appropriate face coverings or masks, and symptom checking or testing.

1.22.3 Student agrees to abide by public health guidance and protocols related to notifying campus and public health officials of infection and to quarantining and/or isolating as directed.

1.22.4 If Student is instructed by health officials to isolate or quarantine, they may be required by DHRL to relocate from their assigned room, building, or campus. However, such alteration in housing assignment does not constitute cancellation of the Housing Agreement. UCF reserves the right to make changes in room assignments as necessary due to pandemic circumstances. DHRL may require Student to leave housing in the event Student's continued presence poses a health or safety risk to the residential community.

1.22.5 In the event of a pandemic declaration in the locality of the residence hall, UCF may take additional actions, including but not limited to, restricting guests and visitors completely, limiting visitors and restricting access or limiting capacity to use of community amenities.

1.22.6 PANDEMIC DECLARATION. The novel coronavirus, COVID-19, was declared a worldwide pandemic by the World Health Organization in 2020. To facilitate healthy community operations, additional safety restrictions may apply.

1.23 ITEMS LEFT AT DEPARTURE.

1.23.1 DHRL shall not be held responsible for 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 DHRL reserves the right to take possession of and discard such belongings in accordance with university procedures, change all applicable locks, and charge Student for all necessary expenses to remove abandoned belongings and change or rekey locks.

1.23.2 In the event the University (or the property owner for which DHRL manages the facility) determine closure of some or the entirety of the facility is required, and rehousing Student is not a viable option, DHRL reserves the right to contract with a third-party shipping company of DHRL's choice and make that shipper available to Students to schedule the packing, storage and shipping and/or disposal of Student's property. Student has 30 days from notice of the official closure of their residence and inability to rehouse to either enter into an agreement with the shipper or retain an alternative shipper acceptable to DHRL. The costs for shipper's services will be the responsibility of Student. Failure to have Student's property removed within the 30-day window, unless waived by DHRL, shall result in DHRL having the items reported to the police as abandoned, and dealt with in accordance with Florida Statutes ss. 715.10 et seq.

ARTICLE II - RENT AND PAYMENT

2.1 RATE. Rates are posted at <https://www.housing.ucf.edu/costs/rates/> and are subject to change following approval by the University. Student acknowledges that different facilities and different Space types within facilities have different rental rates. The amount of rent Student will be obligated to pay will depend on the Space assigned to Student. Student acknowledges that they will be bound by the Agreement and any change in rates, fees, or other financial obligation. Students receiving Financial Aid will have any outstanding housing charges deducted from their aid prior to receiving a reimbursement check regardless of their payment option. This Agreement is not contingent upon financial aid or scholarship award notification.

2.2 RENTAL PREPAYMENT. Students are required to submit a rental pre-payment with this Agreement, unless they receive a waiver of the rental prepayment from 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. Student is responsible for selecting the correct Agreement and DHRL will not refund rental pre-payments based upon the student's failure to select the correct Agreement or cancellation by Student. DHRL will only refund rental pre-payments when:

2.2.1 DHRL is unable to offer housing to Student;

2.2.2 DHRL provides for a partial refund to applicants who cancel prior to a set deadline established in the Exhibit A - Cancellation Fee Schedule; or

2.2.3 DHRL, at its sole discretion, offers partial or total refunds to select group of applicants to clear application lists.

2.3 PAYMENT OF RENT. All housing rents relating to a specific period are due no later than the dates shown on the Academic Calendar <https://calendar.ucf.edu/> for the semester Student will be in residence, unless a deferment is granted by DHRL. 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. DHRL will NOT send an invoice or billing statement to Student. The Student is solely responsible for monitoring their student account at my.ucf.edu for outstanding charges.

2.4 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 charges are due and payable when billed.

2.5 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 DHRL is required to collect from 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.

2.6 DEFAULT.

2.6.1 LATE FEES: DHRL may charge a late fee of \$100.00 if the Student has a balance of charges (including rental and non-rental charges) for the specified semester due and outstanding past the payment deadline specified for the semester. The late fee of \$100.00 may be charged to Student's account once per semester. Responsibility for late fees on outstanding balances shall survive termination or cancellation of this Agreement.

2.6.2 HOLDS: 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 will prevent Student from enrolling, registering for classes, conducting drop/add/withdraw, graduating, viewing grades, and receiving a diploma or transcripts from UCF.

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

balance have been unsuccessful.

2.6.4 **CANCELLATION:** DHRL reserves the right to cancel this Agreement administratively for failure to pay non-deferred amounts outstanding more than 30 days past the due date. 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.

2.6.5 **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, attorneys' 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.

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

2.7.1 It is the Student's sole responsibility to provide complete and accurate FPCDP account information to DHRL far enough in advance of due dates for 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 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 other charges that are not covered by the FPCDP housing plan and are the responsibility of the Student.

2.7.2 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.

2.7.3 Cancellation or termination fees and other housing assessments, such as lost keys or cleaning charges, are not covered by the FDCDP housing plan, and remain the responsibility of the Student.

ARTICLE III - CANCELLATION AND TERMINATION

3.1 CANCELLATION VERSUS TERMINATION. Cancellation of this Agreement may be done by DHRL or requested by Student. Cancellation of this Agreement entitles 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 DHRL (such as a cancellation fees). Termination of this Agreement is a completion of, or early release from, the Agreement; termination of the Agreement does not entitle DHRL to *additional* rents or assessments. In either event, assessments already charged to 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.

3.2 ADMINISTRATIVE CANCELLATION BY HOUSING. DHRL may administratively cancel this Agreement if Student:

3.2.1 is suspended, expelled, or otherwise sanctioned by UCF;

3.2.2 fails to satisfy the obligations of this Agreement, including timely payment of amounts due under this Agreement;

3.2.3 is sanctioned for failure to comply with the terms of this Agreement or applicable policies, processes, guidelines and regulations, such as the Golden Rule, DHRL Community Living Guide, etc.;

3.2.4 has outstanding circumstances from a prior Housing Agreement including but not limited to incomplete conducted sanctions, outstanding financial commitments, etc. For purposes of this section, prior agreements shall be treated as if they remain in full force and effect until the sanction is resolved.

3.3 CANCELLATION ASSESSMENTS. DHRL will charge fees and/or assessments if this Agreement is cancelled by action of Student or by DHRL through administrative cancellation. Cancellation assessments are due and payable upon the date the cancellation request is submitted to 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.

3.4 CANCELLATION FEE SCHEDULE. Cancellation fees are calculated based upon the duration of the Agreement, the date cancellation is received by DHRL, and the date move out procedures are completed. The Cancellation Fee Schedule is set forth on Exhibit "A," attached hereto and incorporated herein.

3.5 PROCEDURE TO CANCEL AGREEMENT BY THE STUDENT. ALL requests for cancellation of the Agreement must be IN WRITING and submitted to DHRL at the address listed in the section 1.19 contained herein.

3.6 EFFECT OF STUDENT CANCELLATION. If the Student cancels the Agreement during a semester, Student may remain in residence until the end of the semester the cancellation notice was given to DHRL, as long as Student meets eligibility requirements, per section 1.4 of this Agreement. Student's cancellation fees will be determined based on the date Student's written notice of cancellation is received by DHRL. Rent for the semester the cancellation is submitted to DHRL will be based upon the date Student vacates the residence facility in compliance with move out procedures. Notwithstanding anything in this Agreement, 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 DHRL.

3.7 CERTAIN CANCELLATIONS PROHIBITED. 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.

3.8 STUDENT TERMINATIONS. Student may request a termination of this Agreement if one of the following conditions is met (documentation is required):

3.8.1 Graduation. Student must provide an expected graduation date and documentation of degree awarded or to be awarded to DHRL, including proof of timely filing and acceptance of the Intent to Graduate Notice, and must actually graduate on the date shown in the Intent to Graduate Notice. DHRL must receive written notice of cancellation under this paragraph on or before the last day of the graduation application period for the semester Student anticipates graduating. Graduation terminates this Agreement for any semesters commencing after the anticipated graduation date. 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.

3.8.2 Academic Disqualification. Student must provide documentation that Student's standing is "academically disqualified" as determined by the educational institution in which the Student was enrolled during residency. Academic disqualification terminates this Agreement for any semesters commencing after the date of disqualification. Student remains responsible for housing rents and assessments for the entire semester the disqualification occurs. 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 amounts will be applied.

3.8.3 Military Deployment. Student must provide a copy of the military orders for deployment or other required relocation as an active member of the U.S. Armed Services to DHRL. Military deployment or other required relocation terminates this Agreement for any semesters commencing after the deployment date, and DHRL will refund a portion of the rent for the semester Student deploys, based upon Student's move out date.

3.8.4 Medical Withdrawal. 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 DHRL will refund a portion of the rent for the semester Student withdraws for medical reasons, based upon 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.

3.8.5 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 DHRL facilities for more than three weeks of the semester cancelled. Program must be located more than 50 miles from both DHRL main campus and residence facility being terminated. Successful completion of an internship, exchange student, or cooperative education program as described herein terminates the remaining portion or portions of Student's housing agreement.

3.8.6 Involuntary Withdrawal. If DHRL is notified by a University official that an involuntary withdrawal has been enacted for Student, DHRL will refund a portion of the rent for the semester Student is involuntarily withdrawn, based upon Student's move out date.

ARTICLE IV - SANCTIONS AND APPEALS

4.1 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:

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

4.1.2 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 Student wishes to take or is taking are (i) not available to the Student; (ii) available in whole or in part on-line; or (iii) offered at campuses other than the one where Student's Space is located.

4.2 SANCTIONS. 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. Sanctions may be imposed directly by a DHRL official, by University officials, or conduct boards. Sanctions issued by one department, official or board are not exclusive and another department, official or board may issue additional sanctions. Sanctions may include but are not limited to administrative warnings, imposition of monetary sanctions, and referral to Student Conduct, up to and including administrative cancellation of this Agreement and imposition of applicable cancellation fees. Action taken by DHRL shall in no way preclude any other sanctions or penalties by other University entities, departments, or officials, as applicable.

4.3 SERVICE FEES AND ASSESSMENTS. 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.

ARTICLE V - MISCELLANEOUS

5.1 ENTIRE AGREEMENT. This entire Agreement is expressed in writing and supersedes any understanding that may have been communicated orally or implied by either party. This Agreement may not be modified or amended, except by a further written instrument executed by DHRL.

5.2 UNIVERSITY INTERPRETATION CONTROLS. University shall make the final interpretation of, or determination under, all provisions of this Agreement, as well as any related University policies.

5.3 FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA). DHRL may release personally identifiable information from Student's educational record without Student's consent in the event of a health and safety emergency; such information could include information regarding disciplinary action taken against Student. The Executive Director of Housing and Residence Life or designee has sole and absolute discretion to determine if release of 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 DHRL, or a FERPA privacy request is found on Student's records, UCF will release Student's e-mail address to the other residents sharing Student's room, apartment, and/or residence unit to facilitate communication amongst co-residents in the event of a health and safety emergency.

5.4 LIMITATION OF LIABILITY. UCF, its Board of Trustees, and DHRL are not liable for damages, loss, theft of personal property, failure, or interruption of utilities, or illness of, or injury to, any person, except as expressly set forth in Florida Statutes. Student is hereby advised to obtain their own personal and property loss insurance.

5.5 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:

5.5.1 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);

5.5.2 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).

5.6 NO WAIVER. Any failure by either party hereto to exercise any of its rights hereunder shall not be construed as a waiver of such rights, nor shall any such failure preclude exercise of such rights at a later time.

5.7 AGREEMENT NOT TRANSFERRABLE TO OTHER FACILITIES. This Agreement is valid for only the Space and related residential facilities assigned to Student. This Agreement cannot be transferred, nor can it be converted to any other type of housing Agreement without a written modification submitted by the Student and approved by the Executive Director or designee. There is no reciprocity of housing agreements with any other housing residence, organization, or complex, including 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.

5.8 SEVERABILITY. Whenever possible, each part of this Agreement shall be interpreted in such a manner as to be valid under the applicable law. However, if it shall be found that any part of this Agreement is illegal and unenforceable, such part or parts shall be of no force and effect to the extent of such illegality or unenforceability, without invalidating the legal and enforceable remainder of such part or parts or any other part of this Agreement.

5.9 ASSIGNMENT. This Agreement shall not be assigned by Student. The University may assign this agreement and provide notice to Student.

5.10 HEADINGS. Section headings used in this Agreement are for convenience only and are not to be construed as part of this Agreement.

5.11 CONSTRUCTION. This Agreement shall not be construed more strongly against any party, regardless of who is responsible for its preparation.

5.12 PUBLIC RECORDS. This Agreement is subject to the Public Records Law of the State of Florida, Chapter 119, Florida Statutes.

5.13 GOVERNING LAW; VENUE. This Agreement and all transactions governed by this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to principles of conflicts of laws. In the event of any legal or equitable action arising under this Agreement, the parties agree that the jurisdiction and venue of such action shall lie exclusively within the courts of record of the State of Florida located in Orange County, Florida, and the parties specifically waive any other jurisdiction and venue.

5.14 SOVEREIGN IMMUNITY. Nothing contained herein shall be construed or interpreted as (a) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (b) the consent of University or the State of Florida or their agents and agencies to be sued; or (c) a waiver of either University's or the State of Florida's sovereign immunity beyond the limited waiver provided in section 768.28, Florida Statutes.

5.15 MERGER. This Agreement is the complete, entire, final, and exclusive statement of the terms and conditions of the agreement between the parties as of the Effective Date, but subject to any addendum or amendment entered into between University and Student subsequent to the Effective Date (including an addendum pertaining to Rosen, Northview or Towers, if applicable). This Agreement supersedes, and the terms of this Agreement govern, any prior collateral agreements, whether written or oral, between the parties with respect to the subject matter hereof.

5.16 TIME OF THE ESSENCE. Time is of the essence of this Agreement.

5.17 ELECTRONIC SIGNATURE; COUNTERPARTS. This Agreement may be executed by electronic signature in accordance with Florida law, and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5.18 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").

5.18.1 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, Student agrees that reassignment or cancellation of this Agreement incident to or as a result of Student's removal from the organization, community or program shall be deemed a response to action by Student.

5.18.2 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. 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 Student, regardless of whether Student knew or participated in the activities causing the organization unit, community, or program to become ineligible to remain on campus.

5.19 VIOLATIONS OF LAW. Beginning with the submission of the DHRL On-Line Agreement, until termination or cancellation of Student's residency, Student must inform DHRL via the "Basic Information & Profile" form in the Housing

Portal or via email to housing@ucf.edu if Student:

- 5.19.1 has outstanding or pending criminal charges that have not yet been resolved;
- 5.19.2 has been adjudicated guilty of a criminal charge;
- 5.19.3 has had adjudication withheld on a criminal charge;
- 5.19.4 is participating in either a pre-trial diversion or a court ordered probation program on a criminal charge;

and/or

- 5.19.5 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 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. Student shall provide appropriate documentation of any of the items described in this paragraph, as well as any additional documents requested by DHRL related to any of the items described in this paragraph.

5.20 TRESPASS OR RESTRAINING ORDER. Beginning with the submission of the DHRL On-Line Housing Agreement, and continuing until termination or cancellation of the Student's residency, the Student must inform DHRL if Student is subject to or under a trespass or restraining order. If any individual (including 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 DHRL are considered a part of that trespass or restraining order.

Exhibit A – Cancellation Fee Schedule

| <i>Cancellation Date(s)</i> | <i>Agreement Term</i> | <i>Cancellation Amount</i> |
|-----------------------------|---|---|
| 04/30/2022 – 07/15/2022 | Fall only; Fall & Spring; Fall, Spring & Summer | \$250* |
| 07/16/2022 – 09/02/2022 | Fall only; Fall & Spring; Fall, Spring & Summer | \$1,000** |
| 09/03/2022 – 12/11/2022 | Fall only | Full Fall rent** |
| 09/03/2022 – 12/11/2022 | Fall & Spring | Full Fall rent, plus \$1,000** |
| 09/03/2022 – 12/11/2022 | Fall, Spring & Summer | Full Fall rent, plus \$1,250** |
| Prior to 12/12/2022 | Spring & Summer, Spring only | \$250* |
| 12/12/2022 – 01/12/2023 | Spring only | \$1,000** |
| 12/12/2022 – 01/12/2023 | Spring & Summer | \$1,000** |
| 12/12/2022 – 01/12/2023 | Fall & Spring | Full Fall rent, plus \$1,250** |
| 12/12/2022 – 01/12/2023 | Fall, Spring & Summer | Full Fall rent, plus \$1,500** |
| After 01/12/2023 | Fall & Spring | Full Fall and Spring Rent |
| After 01/12/2023 | Spring only | Full Spring rent |
| 01/13/2023 – 03/04/2023 | Fall, Spring & Summer | Full Fall and Spring Rent, plus \$2,000** |
| 01/13/2023 – 03/04/2023 | Spring & Summer | Full Spring Rent, plus \$2,000** |
| After 03/04/2023 | Fall, Spring & Summer | Full Fall, Spring, and Summer Rent |
| After 03/04/2023 | Spring & Summer | Full Spring and Summer Rent** |
| 03/04/2023 – 05/20/2023 | Summer A & C | \$300** |
| After 05/20/2023 | Summer A & C | Full Summer Rent |
| 05/13/2023 – 07/01/2023 | Summer B | \$300** |
| After 07/01/2023 | Summer B | Full Summer Rent |

Minimum \$100 Cancellation fee for all Agreement types.

NO-SHOW: If the Student has not checked into the Student’s assigned room by the end of the first week of classes, 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.

* Student may not move in.

** Student will also be charged for any nights in residence after the official move out date for the semester the cancellation has occurred.

Rosen Housing Agreement Addendum

The UCF Department of Housing and Residence Life Student Housing Agreement (the “Housing Agreement”) between Student and the University for residential space located in Rosen is hereby amended to include the following:

1. **Parties**. The Housing Agreement is by and between Student as tenant and **UCF Hospitality School Student Housing Foundation, Inc.** (“Owner”) as owner and landlord. The University, through DHRL, has the authority to execute the Housing Agreement and this Addendum on Owner’s behalf.
2. **Designation**. Rosen (“Rosen”) is designated as University housing and as such, the DHRL manages the student placement, living arrangements, residential programs, student services, student resources, student access and security. For purposes of the Housing Agreement and this Addendum, Rosen shall be included in term “University housing” or any similar designation.
3. **DHRL Authority**. DHRL has the authority, on behalf of itself and on behalf of Owner, to enforce the provisions of the Housing Agreement, as amended hereby, which shall be in full force and effect during the Housing Agreement period.
4. **Access**. Authorized Owner personnel may enter Student’s Space with reasonable notice and without Student’s permission for maintenance/housekeeping/pest control purposes and fire/safety inspections. When authorized Owner personnel have reasonable belief that a violation of a University regulation, local ordinance, state or federal statute is in progress, and/or for other emergency purposes, they may enter Student’s Space without notice or permission.
5. **Limitation of Liability**. Owner is not liable for Student or their guests or for any damage or injury to Student, their guests, or any personal property arising from any cause whatsoever except for the gross negligence or intentional misconduct of Owner. Owner is not liable to any person entering Student’s Rooms or the Facility for injury to person or property arising from any cause whatsoever except for the gross negligence or intentional misconduct of Owner. These limitations include, but are not limited to, damage to vehicles and personal property arising from theft, vandalism, criminal acts of third parties, acts of terror, or casualty. A casualty includes, but is not limited to, fire, smoke, rain, flood, water damage, storm, hail, ice, snow, lighting, wind, explosion, power surges or interruptions.
6. **Miscellaneous**.
 - a. The Housing Agreement and this Addendum are governed by and construed according to the laws of the State of Florida, without regards to its conflict of laws principles.
 - b. It is understood and agreed that the Housing Agreement and this Addendum contain the entire agreement between the Student and Owner, and that there are no representations, agreements, or promises, oral or written, not contained in writing in the Housing Contract or this Addendum.
 - c. Student’s execution of this Addendum confirms that no oral promises, representations, or agreements have been made by Owner, any of its personnel, or the University.
 - d. Owner staff, personnel and employees do not have authority to waive, amend or terminate the Housing Contract or this Addendum or any part of them and no authority to make promises, representations or agreements which impose duties of security or other obligations on Owner unless done in writing and signed by Owner. The University, its staff, personnel, and employees do not

have authority to make promises, representations or agreements which impose duties of security or other obligations on Owner.

- e. Any waiver of a term or condition of the Housing Contract or this Addendum by Owner shall not be construed as a waiver of a subsequent breach of the same term or condition. No waiver of any terms, provisions, covenants, rules, and regulations shall be valid unless in writing signed by Owner.
- f. Time is of the essence of this Addendum and each and every covenant, term, condition, and provision hereof.
- g. The Housing Agreement and this Addendum shall bind the parties and inure to the benefit of Owner and its respective successors and assigns. Student shall not have the right to assign his or her rights therein.
- h. Any terms not defined in this Addendum shall have the meaning ascribed thereto in the Housing Agreement