

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, lightning, 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