

HOUSING AGREEMENT SUMMER 2009

Terms and Conditions

- 1. ELIGIBILITY:** A person must be enrolled as a degree seeking undergraduate or graduate student to be eligible for on-campus housing. The Director of Housing or his/her designee may deem special students and students enrolled in Continuing Education programs eligible for on-campus housing. Housing Agreements for on-campus housing are subject to review by the Director of Housing. Pursuant to such a review, on-campus housing may be denied for cause or lack of space and any monies paid returned prior to occupancy. According to Florida law, individuals enrolled in a postsecondary educational institution shall provide documentation of vaccinations against meningococcal meningitis and hepatitis B unless the individual, if 18 years of age or older, or the individual's parent or guardian if the individual is a minor, declines the vaccination by completing a separate waiver for each of these vaccines provided by FIU Housing and Residential Life acknowledging receipt and review of the information provided.
- 2. TERM:** Subject to earlier termination as provided in Paragraph 7, THIS AGREEMENT IS FOR THE SUMMER TERM OF THE CURRENT ACADEMIC YEAR, or any portion of the Summer Term remaining at the time this Agreement is signed. The current academic year is based on the Office for the Registrar's 2008-2009 Academic Calendar. The Student will be assessed all fees for the entire term if the Student enrolls but does not occupy the assigned unit and has not canceled this Agreement pursuant to Paragraph 5 below. The Student shall not be released from this Agreement due to lack of financial resources, dietary or medical needs. Students are urged to carefully consider their circumstances prior to entering into this Housing Agreement.
- 3. MEAL PLAN:** Residence in Panther Hall and Lakeview Hall requires participation in the University's dining program at the minimum Flex 10 meal plan level for the **Summer B term**. The cost of the Flex 10 meal plan is included in the Panther Hall and Lakeview Hall on-campus housing rate for the Summer B term, and the cost of such Flex 10 meal plan is non-refundable. Residence in all other on-campus housing facilities does not require participation in the University's dining program. Residences in Panther Hall and Lakeview Hall for the Summer C term requires participation in the University's dining program at the minimum Flex 10 meal plan for the Summer B term.
- 4. BREACH OF AGREEMENT:** Violation of any term, covenant or condition of this Agreement shall be considered a breach of this Agreement. In the event of such a breach, the Student shall be notified in writing by the Director of Housing or his/her designee. Remedies for breach of this Agreement include, but are not limited to, denial of housing services, University disciplinary action, reassignment to another unit, or termination of this Agreement. The determination of the Director of Housing will be final with regards to all such matters.
- 5. CANCELLATION OF AGREEMENT:** In order to initiate a cancellation of this Agreement, Student must request a cancellation with the Housing Office.
 - A.** To obtain cancellation of this Agreement, the Student is responsible for providing evidence of the occurrence of one of the conditions for cancellation set forth in Section 5B. Cancellation will not be effective until the information is filed with and verified by the Housing Office. In the event the cancellation is based on the student not enrolling for the term, enrollment by the student in the term voids the cancellation of the Agreement and the student remains obligated to comply with the terms of this Agreement.
 - B.** This Agreement may be canceled if any one of the following conditions is met:
 1. The Student withdraws from the University;
 2. The Student participates in an academic program that requires residence outside the Dade/Broward area (documentation is required);
 3. The Student is dismissed or suspended for academic reasons;
 4. The Student graduates and does not continue as an enrolled student in another program;
 5. The Student gets married after signing the Housing Agreement (documentation is required)
 - C.** The University will assess a fee for all approved cancellations of this Agreement. Approved cancellations for Summer will be assessed a \$100.00 fee if cancelled before the first day of classes. Approved cancellations for any term on or after the first day of classes (based on the Office of Registrar's 2008-2009 Academic Calendar located at <http://registrar.fiu.edu> are subject to a \$200.00 cancellation fee.
 - D.** An exception to the cancellation fee will be made for graduating students and visiting international and national academic exchange students who cancel prior to APRIL 8, 2009 for the Summer A/C term and JUNE 3, 2009 for the Summer B term, and new students with approved cancellations who have not been assessed on-campus housing charges.

- 6. NON-ENROLLMENT:** A Student who withdraws from classes during any term must notify the Housing Office and vacate the assigned housing unit within 24 hours following his/her withdrawal from the University. Student must follow all check-out procedures prescribed by the Housing Office.
- 7. TERMINATION OF THE AGREEMENT:** This Agreement may be terminated for cause upon the giving of no less than twenty-four (24) hours advance written notice to the Student. In the event of such termination, the Student shall check-out of the housing unit within the time provided in the notice and follow all check-out procedures prescribed by the Housing Office. The University shall also have the right to cancel this Agreement for any cause it deems reasonable including, but not limited to, violations of any provision of this Agreement or the University's policies, rules or regulations.
- 8. PROCESSING FEE AND REFUNDS:** The \$100.00 processing fee submitted with the Student's Housing Agreement is non-refundable and non-transferable.
- A.** In the event of cancellation of this Agreement in accordance with the procedures for cancellation prior to the third week of the term, a pro-rated portion of prepaid housing fees will be refunded. The pro-rated portion of prepaid housing fees will be calculated from the first official published check-in day to the day the student checks out of the assigned housing unit prior to the third week of the term.
 - B.** No refunds shall be made after May 24, 2009 for Summer A Term, which is the beginning of the fourth week of the term. No refunds shall be made after July 19, 2009 for the Summer B Term, which is the beginning of the fourth week of the term.
- 9. CHECK-IN/CHECK-OUT:** Students may check into their assigned housing unit on the published check-in day and are entitled to remain there until 24 hours after their last day of examinations, unless this Agreement is terminated earlier.
- A.** In the event of termination of this Agreement, students must vacate their assigned housing unit within 24 hours of termination.
 - B.** Students may occupy their assigned housing unit during the summer break periods that occur during the Agreement term, only if they have prepaid their fees in advance for the following term or semester.
 - C.** When a Student moves out of a housing unit, the student must schedule a check-out appointment with the Resident Assistant or use Express Check Out.
 - D.** Failure to follow established check-out procedures will result in a \$100.00 improper check-out fee.
 - E.** Belongings/personal items left behind by a Student after the check-out deadline will be considered abandoned property. Any item(s) remaining in the Student's unit after check-out will be discarded. Housing and Residential Life staff is not responsible for belongings/personal items left behind by Students.
 - F. Students who are approved** to check-in earlier or check-out later than the published dates will be charged a prorated amount based on the number of days of their stay multiplied by the daily amount for their unit type. **Students not approved** for early check-in or late check-out who stay outside the published dates are subject to a daily fee of \$100.00.
 - G.** Students planning to check-in after their designated check-in periods are required to notify the Housing Office of their late arrival.
- 10. ASSIGNMENTS:** Assignments are made by the Housing Office without regard to race, religion, national origin, sexual orientation, age, or disability.
- A.** Adapted housing is available upon advanced written request and availability.
 - B.** While information provided on the Housing Agreement is considered in making assignments, no guarantee of a specific unit, rate, complex, or space assignment is implied or made.
 - C.** Student understands that the Housing Office may assign or reassign Student to any space in University Housing at any time.
- 11. CHANGES IN ASSIGNMENTS:** Students may not change housing assignments without following established procedures and obtaining approval from the Housing Office.
- A.** No changes in assignments will be made based on age, race, religion, national origin, disability, or sexual orientation, except as needed to accommodate a disabled student.
 - B.** Failure to follow established room transfer procedures will constitute breach of this Agreement and will result in a \$100.00 improper transfer charge.
 - C.** The Housing Office reserves the right to require changes in room assignments, i.e., consolidation, in order to insure maximum utilization of space and resources. Reassignments may occur due to unforeseen events, including but not limited to, enrollment fluctuations, physical facility problems, staff changes, and emergency evacuation and shelter purposes.

12. PAYMENT OF FEES: The Student shall promptly pay all fees when assessed. In the event of unforeseen occurrences, additional fees may be assessed. The Housing Office accepts checks, money orders, and traveler's checks drawn on a United States Bank.

- A. Failure to pay fees when due shall be considered a breach of this Agreement and may result in one or more of the following actions being taken: 1) denial of housing services; 2) loss of space; 3) inability to register for classes; 4) withholding of University records or diploma; and/or 5) turning the matter over for collection.
- B. Additionally, a late fee of \$25.00 will be assessed for any payment which is not received when due.
- C. When the University is forced to turn the Student's account over for collection, the Student shall be responsible for all additional costs of collection including attorneys' fees and costs. In the event of court action to enforce the terms and conditions of this Agreement, the Student shall be responsible for paying all court costs and fees, including attorneys' fees and costs.
- D. Deferments may be granted, provided the Official Notification of Financial Aid Award shows one or more of the following in an amount sufficient to pay for tuition, fees, and housing: 1) Pell Grant; 2) Supplemental Educational Opportunity Grant; 3) FIU Grant/Scholarship; 4) Stafford Loan; 5) Florida Prepaid College Program.
- E. Deferment requests are subject to approval by the Director of Housing or designee. If a partial deferral is approved, the Student is responsible for paying the balance due in full prior to occupancy. If a deferral request is denied, the Student must make payment by the published payment date in order to guarantee housing.

13. USE OF THE ASSIGNED UNIT: The Student will not assign, sublease, or allow the use of the assigned space to another person and/or guest.

- A. Guests and visitors must observe all published rules and abide by required registration policies. The Student will be responsible for the conduct and actions of his/her guest. No overnight guests are permitted without written approval from the Residence Life Coordinator.
- B. The assigned unit may not be used as a place of business, nor may a Student conduct any business within the Housing facility.
- C. No animals or pets are permitted at any time.
- D. The Student shall use the space only for lawful purposes.
- E. No smoking is permitted within the housing units or in public areas associated with the facilities.
- F. Students are prohibited from possessing items considered to be health and safety violations (such as candles, incense, halogen lamps, etc.) as published in the Student Handbook.

14. BEHAVIOR AND CONDUCT: The Student agrees to abide by all University and Housing and Residential Life rules, policies and procedures published in the current Student Handbook, the Florida Statutes, the Florida Administrative Code, this Agreement, and residence hall rules, regulations, policies, and procedures established by the University officials.

- A. The Student agrees to conduct him/herself in such a manner as to allow others the quiet enjoyment of the facilities.
- B. Any behavior or conduct which: 1) intimidates, threatens, or personally abuses another Resident/Staff, or 2) is disruptive to the residential community, or 3) compromises the safety and security of the community, or 4) is intended to cause a roommate to move out are all violations of this Agreement, and will be grounds for immediate removal from Housing and/or interim suspension by the Vice President for Student Affairs or designee, pending a hearing.
- C. Students whose Housing Agreements are terminated for behavioral misconduct shall forfeit all prepaid fees.

15. CARE OF FACILITIES:

- A. Students are responsible for maintaining their assigned units in a clean and sanitary manner, and free from damages. Due to the south Florida climate, air conditioning thermostats must remain on low setting or between 72-78 degrees at all times. No housekeeping is provided. Trash removal is provided from designated locations in each housing complex. Pest control services are provided to each unit once a month. Facilities are subject to periodic Health and Safety inspections.
- B. The Student agrees to cooperate with roommates in the common protection of property, to refrain from modifying the space in any way, except as expressly permitted in writing by the Housing Office, and to promptly pay all assessed charges for damages, special cleaning or maintenance resulting from misuse or modification of the facility.
- C. The Student is jointly and severally liable with his/her roommates for assessed charges, unless the responsible individual can be identified.
- D. Students assigned to a specific building are jointly and severally liable for assessed charges from damages occurring in the common areas of their housing facility.

16. REPAIRS AND MAINTENANCE: Employees and agents of the University shall have the right to enter Student's unit at any time: (a) when an emergency exists, (b) when Student or residential staff have requested service for the unit, or (c) with 24 hours notice provided to Student via telephone, campus mail, e-mail, or posting. Students are expected to report damages and necessary repairs to the Housing Complex Office in accordance with established procedures. Housing and Residential Life does not guarantee the availability of parts and services.

17. ACCESS TO UNITS: Authorized Housing and Residential Life Personnel may enter student rooms without the residents' permission for maintenance and housekeeping purposes, and fire and safety inspections. When authorized personnel have reasonable belief that an emergency exists, they may enter student rooms without notice.

18. SECURITY AND KEYS: The Student agrees not to duplicate any keys assigned, or to transfer their use to another person. If keys are not returned at check-out, the Student agrees to pay for all lock changes and key replacements. The Student is responsible for securing the assigned unit at all times and taking such precautions as are necessary to guard his/her safety and property. Housing facilities are routinely patrolled by the University police force but the University cannot guarantee the safety and security of the Students or their property.

19. FURNISHINGS:

- A. The Student shall be required to inspect and inventory the contents of each housing unit at the time of check-in and check-out. Each Student shall be responsible for the condition of the unit's furnishings in accordance with Paragraph 15 hereof.
- B. All furnishings shall remain unaltered in and in their designated units.

20. UTILITIES:

- A. The Housing Office reserves the right to assess additional charges based on excessive utility consumption, or as the result of increases in rates charged by the utility service providers.
- B. All units are provided with ethernet connection and cable television services. Telephone service is not included.

21. LIABILITY: The University is not liable for damage to or loss of personal property as a result of fire, theft or any other cause whatsoever, or failure or interruption of utilities. The University is insured under the State of Florida's self-insurance trust fund that only provides liability for damages or injuries caused by negligence on the part of the University or its employees while working within the scope of their employment. The trust fund will not reimburse for losses created by unforeseen accidents/injuries that may occur. Students are encouraged to secure their own health and personal property loss insurance.

22. EVACUATION PROCEDURES: The University retains the right to use the residence hall facilities for emergency shelter purposes. In the event a residence hall is evacuated because of an emergency, only those students deemed eligible by University policy will be permitted to occupy space in a designated shelter.

IT IS YOUR RESPONSIBILITY TO REVIEW YOUR HOUSING NEEDS AND FINANCIAL RESOURCES BEFORE SIGNING THIS AGREEMENT. THIS AGREEMENT OBLIGATES YOU TO PAY ALL ON-CAMPUS HOUSING FEES FOR THE SUMMER TERM. I HAVE READ THE TERMS AND CONDITIONS LISTED ABOVE AND AGREE TO ABIDE AND BE LEGALLY BOUND BY THEM.

Date

Student's Signature (Parent must sign if student is not 18)