

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 permit, solely within his/her discretion, students enrolled in Continuing Education, Dual Degree programs, or other students with special circumstances to be eligible for on-campus housing. Housing Agreements must be approved by the Director of Housing. On-campus housing may be denied for cause or lack of space with 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. (See Meningitis & Hepatitis B-Vaccine Information Form attached to the Housing Agreement.)

2. TERM: Subject to earlier termination as provided in Paragraph 18, THIS AGREEMENT IS FOR BOTH THE FALL AND SPRING SEMESTERS OF THE CURRENT ACADEMIC YEAR, or any portion of the Fall and/or Spring Semester remaining when this Agreement is signed. The current academic year is based on the FIU 2009-2010 Academic Calendar located at <http://registrar.fiu.edu>. 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 16 below. The student shall not be released from this Agreement due to lack of financial resources, dietary or non-emergency medical needs. The student is urged to carefully consider his/her circumstances prior to entering into this Housing Agreement.

3. HOUSING FEES AND MEAL PLAN: The student will be responsible for the housing fee once notified of being assigned to a housing space. The fee schedule is located at www.housing.fiu.edu, which is incorporated by reference. Residence in Panther Hall and Lakeview Hall are required to participate in the University's dining meal plan program at the rate of \$1650.00 per semester for the full academic year (consisting of the Fall and Spring semesters). The cost of the meal plan is included in the Panther Hall and Lakeview Hall on-campus housing rate, and the cost of such meal plan is non-refundable. Residence in all other on-campus housing facilities does not require participation in the University's dining program.

4. 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 account to collections, the student shall be responsible for all additional costs of collection including attorneys' fees and costs. In the event of court action to enforce this Agreement, the student shall be responsible for paying all court costs and fees, including attorneys' fees and costs.

D. Deferments of fees 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. Deferral 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.

5. PROCESSING FEE AND REFUNDS: The \$100.00 processing fee submitted with the Housing Agreement is non-refundable and non-transferable.

A. In the event of approved cancellation in accordance with paragraph 16 prior to the seventh week of the semester, 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 seventh week of the semester which is October 4, 2009 for the fall semester and February 14, 2010 for the spring semester.

B. No refunds shall be made after October 5, 2009 for the fall semester and February 15, 2009 for the spring semester, which is the beginning of the seventh week of each semester.

6. 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.

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7. CHECK-IN/CHECK-OUT: The student may check into the assigned housing unit on the published check-in day and is entitled to remain there until 24 hours after their last day of examinations for the Spring Semester, unless this Agreement is terminated earlier in accordance with paragraph 16.

- A.** In the event of termination of this Agreement, the student must vacate the assigned housing unit within 24 hours of termination and follow all check-out procedures prescribed by the Housing Office.
- B.** The students may occupy the assigned housing unit during the winter break period that occurs during the Agreement term, only if he/she has prepaid the fees in advance for the following term.
- 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 non-refundable \$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.
- F.** If the student wishes to check in early or check out later than the published dates, the student needs to contact the Housing Director or designee for approval. The student who is approved to check-in earlier or check-out later than the published dates will be charged a pro-rated amount based on the number of days of the stay multiplied by the daily amount for the unit type. The student who is not approved for early check-in or late check-out but who stays outside the published dates is subject to a daily fee of \$100.00.
- G.** The student planning to check-in after the designated check-in periods is required to notify the Housing Office of the late arrival.

8. CHANGES IN ASSIGNMENTS: Student may not change housing assignments without following established procedures and obtaining prior written 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 provide a reasonable accommodation to 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 (e.g., 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.

9. USE OF THE ASSIGNED UNIT: The student is not permitted to assign or sublease to, or allow the use of the assigned space by 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 prior 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 the public areas associated with the facilities
- F.** The student is prohibited from possessing items considered to be health and safety violations (such as candles, incense, halogen lamps, etc.) as set forth in the Student Handbook.

10. 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 FIU regulations, this Agreement, and the residence halls rules, regulations, policies, and procedures established by the University officials. The student agrees to conduct him/herself in such a manner as to allow others the quiet enjoyment of the facilities.

- A.** Any behavior or conduct which: 1) intimidates, threatens, or personally abuses another Resident/Staff, 2) is disruptive to the residential community, 3) compromises the safety and security of the community, or 4) is intended to cause a roommate to move out is a violation 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.
- B.** The student who's Housing Agreement is terminated for behavioral misconduct shall forfeit all housing fees.

11. CARE OF FACILITIES AND FURNISHINGS:

- A.** The student is responsible for maintaining the 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 housing facility once a month. The student is expected to report damages and necessary repairs to the Residence Hall Area Complex Office in accordance with established procedures. Housing and Residential Life does not guarantee the availability of parts and services.
- 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. The student is jointly and severally liable with his/her roommates for charges assessed due to a violation of this section, including damages occurring in the unit or in the common areas.
- C.** 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.
- D.** All furnishings shall remain unaltered and in their designated units.

12. 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 basic cable television services without additional cost. Emergency call buttons are provided in the units in Panther Hall, University Park Towers, Everglades Hall, and Lakeview Hall. Local telephone service is provided in Bay Vista Housing and University Park Apartments.

13. INSPECTIONS OF AND ACCESS TO THE UNIT: Facilities are subject to periodic health and safety inspections. Employees and agents of the University shall have the right to enter student's unit at any time: (a) without notice, when an emergency exists, (b) when the student or residential staff has requested service for the unit for maintenance or housekeeping purposes, or (c) with 24 hour's notice provided to student via telephone, campus mail, e-mail, or posting.

14. 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 the cost 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 student or his/her property.

15. EVACUATION PROCEDURES: The University retains the right to use the residence hall facilities for emergency shelter purposes. If 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.

16. CANCELLATION OF AGREEMENT: To request the cancellation of this Agreement, the student must submit a cancellation request written to the Housing Office indicating which of the conditions set forth in Section 16B applies and provide any required documentation noted below.

- A.** The Director of Housing or his/her designee will review the submitted request, any supporting documentation to determine whether it is approved. See 16E if the request for cancellation is denied. The decision of the Housing Director will be final. If the cancellation request is based on the student not enrolling for the following semester, enrollment in the semester following the cancellation voids the cancellation of the Agreement and reinstates all terms and conditions, including the obligation to pay all assessed fees.
- 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 Miami-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 and any fees in accordance to Section 5A. Approved cancellations for Fall/Spring will be assessed a \$100.00 fee if canceled prior to July 1, 2009, and \$200.00 if canceled between July 1 and August 23, 2009. Approved cancellations for Spring will be assessed a fee of \$100.00 if canceled prior to November 2, 2009, and \$200.00 if canceled between November 2 and January 3, 2010. Approved cancellations for any semester on or after the first day of classes are subject to a \$500.00 cancellation fee. (See the 2009-2010 Academic Calendar at <http://registrar.fiu.edu>.)

- D. A cancellation fee will not be assessed to graduating students and visiting international and national academic exchange students who cancel prior to July 1, 2009 for Fall/Spring and prior to November 2, 2009 for the Spring. The cancellation fee will not be assessed to the first-time applicant for housing with approved cancellations that have not yet been assessed on-campus housing charges.
- E. If the Director of Housing denies the cancellation request, the student is obligated under this Agreement unless the student chooses to buyout the Agreement by submitting a buyout option form to the Housing Office. The student may buyout the Fall/Spring Agreement by paying 50% of the full room rate for the Fall/Spring Agreement. The buyout rate for the Spring semester is a flat rate of \$2,460.

17. 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 pursuant to Paragraph 18. The decision of the Housing Director will be final.

18. TERMINATION OF THE AGREEMENT:

- A. This Agreement may be terminated for cause upon the giving of no less than 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. 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.
- B. Non-Enrollment: A student who withdraws from classes during any semester must notify the Housing Office and vacate the assigned housing unit within 24 hours following his/her withdrawal from the University.

19. LIABILITY: To the extent authorized by applicable law, the University shall not be liable for damage to or loss to persons or 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. The student is encouraged to secure his/her own health and personal property loss insurance.

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 BOTH THE FALL AND SPRING SEMESTERS. I HAVE READ THE TERMS AND CONDITIONS LISTED ABOVE AND AGREE TO ABIDE AND BE LEGALLY BOUND BY THEM.

_____/_____/_____
Month Day Year

Student's Signature (Parent must sign if student is under 18)