

UNIVERSITY OF CENTRAL FLORIDA HOUSING Contract

For the Academic Year FALL—SPRING SEMESTER 1997-98

The purpose of this Contract is to establish a mutual understanding between the student and the University with regard to residing in University Housing. This Contract, when issued for the Fall OR Spring Semester is effective and binding from the date of receipt by the University of Central Florida UNTIL THE END OF THE SPRING SEMESTER.

This Contract, when used for the Summer Semester, serves as a one semester Contract for the Summer Semester only.

NOTE: THIS CONTRACT WILL BE HELD INVALID IF ALTERED IN ANY WAY, BY THE CONTRACTEE, BY PENCIL, TYPEWRITER OR ANY OTHER METHOD.

TERMS AND CONDITIONS

By signing this Contract, the student (and the parent or guardian when applicable) agrees to respect and adhere to all policies and procedures pertaining to University of Central Florida Housing as outlined in these Terms and Conditions, The Golden Rule, and any other applicable University publications.

I. Contract (University Housing)

- A. This Contract is for Housing at the rates provided herein below.
- B. The Contract with appropriate signature(s) and payment is considered effective on the date of its receipt by the University. Receipt of the Contract by the University does not guarantee admission to the University. Room assignment is contingent upon final acceptance for admission and full payment. **The University cannot guarantee an admitted student any particular type of accommodation.** If payment is received and the student is not admitted to the University, the payment will be refunded as provided herein.
- C. Upon receipt of this Contract with appropriate signature(s) and payment, the University agrees to provide housing and all other services as listed in the appropriate publications for the periods indicated in the Contract, providing that such services and housing space remain available.
- D. Rental rate for each semester covers occupancy from the date designated for official openings of the residence building until the occupant's last regularly scheduled class or examination. **Semester rental rates do not cover residence during any vacation period or between semesters.**
Assignments to or occupancy of rooms does not include occupancy during vacation periods. The University reserves the right to grant occupancy, with appropriate charges, to any person during vacation periods or between semesters under such conditions as it deems advisable.
- E. If a student withdraws from the University during the Contract period, the payment made for the period is forfeited except as provided below. If the student re-enrolls in the University during the period covered by the Contract, the Contract obligation is in effect for the remainder of the Contract period providing space is available. Any money forfeited through Contract releases cannot be applied to subsequent semesters.
- F. Residents who drop below nine (9) credit hours must apply to the Housing Office for permission to remain in residence. Permission should be obtained prior to reduction of hours.
- G. It is the student's responsibility to procure the necessary forms and make arrangements for full Housing payment or to apply for cancellation of the Housing Contract by the cancellation due dates.

II. PAYMENT FOR UNIVERSITY HOUSING

(Financial Aid Recipients note paragraphs II-E., F., G., and H.)

- A. **First time students in the UCF residence halls must submit appropriate payment and/or Financial Aid Deferment with Contract. NOTE: The \$150 prepayment required with the application DOES NOT apply to this payment but will be reflected in the final payment due for the initial semester of occupancy.**

*1996 - 97 RENTAL RATES

(Per Semester)

Rental rates stated below reflect rates for the 1996 - 97 academic year. Semester rental rates for the 1997 - 98 academic year will reflect a rate not to exceed **10% ABOVE** those reflected below. **Actual 1997 - 98 rental rates will be published no less than 45 days before date on which final payment is due for the Fall Semester.**

Triple Room in Residence Hall	\$1,005.00
Double Room in Residence Hall	\$1,320.00
Single Room in Residence Hall	\$1,370.00
Single Bedroom in Apartment Facility	\$1,535.00

* Includes local telephone service and cablevision

- B. **FLORIDA PREPAID PROGRAM** participants with Housing Contracts must indicate their Contract Number on the 1997-98 Contract Data Form attached to this Contract.

C. Housing full payment due dates:

<u>Semester</u>	<u>Payment Due Date</u>
Fall Semester	June 15
Spring Semester	December 5
Summer Semester	May 1

If assignment offer is extended after the payment due date for a particular semester, full payment must be returned with the Contract.

- D. A \$50.00 late charge will be assessed for full payments not received in the Cashier's Office or Department of Housing by the above due dates. Additionally, if a Financial Aid Deferment Form is not filed with the Department of Housing by the above due dates, a \$50.00 late charge will be assessed.

FINANCIAL AID RECIPIENTS PLEASE NOTE

- E. Students receiving financial assistance through private sources (Trust Funds, Grants, etc.) are responsible for making arrangements for the payments due as shown herein by completing a Financial Aid Deferment Form with the Department of Housing.
- F. Financial Aid recipients who file a Financial Aid Deferment form with the Department of Housing, but do not have enough financial aid to cover their Housing payment in full, must pay the difference by the due dates as stated in section "II C" of the contract. If the difference is not paid by the specified due dates, a \$50.00 late fee will be assessed to the account.
- G. Students receiving financial assistance through the College Work Study Program should not include this as part of their financial aid award since the money must be earned throughout the semester and would not be available in total on the indicated payment due dates.

FLORIDA PREPAID RECIPIENTS PLEASE NOTE

- H. Students who have Florida Prepaid Housing Accounts should note that the Florida Prepaid program pays only the standard double room rate. If the rate you are to pay is greater than a standard double room rate, you are responsible for any difference by the due dates as stated in Section "II C" of the contract. If the difference is not paid by the specified due dates, a \$50.00 late fee will be assessed to the account.

III. CANCELLATION AND RELEASE FROM Contract

A. Before Official Opening of Residence Facilities

- 1. A student shall be released from this Contract if, before occupying the assigned space, space is not available in the residence halls or it is established that for reasons of health the student will be prevented from enrolling at the University. Upon the student's release from the Contract for any reasons set forth above, all sums paid for housing under this Contract shall be refunded.
- 2. If a student is accepted, other than first time in college, for admission but does not enroll in the University or is accepted for admission but decides not to reside in University housing facilities and has not yet occupied the assigned space, and has notified the Housing Office, all sums, paid, owed, or assessed for housing under this Contract—LESS \$300, shall be refunded. The \$300.00 constitutes the cancellation fee. First time in college, see Section IX.
- 3. The University may, at its option and/or its discretion, release students from their Contracts prior to their occupying their assigned space, for any reason deemed appropriate by the University (if requested by the student). In such event, all sums paid, owed, or assessed for housing under this Contract—LESS \$300; shall be refunded. The \$300.00 constitutes the cancellation fee.

B. After Occupancy or Official Opening of Residence Facilities, Fall Semester

- 1. If a student has not checked in to his/her room assignment by the second day of classes, his/her Contract will automatically be canceled and a \$400.00 cancellation fee will be assessed unless the Housing Office has been given prior notification of his/her late arrival on campus.

2. If a student, other than a first time in college student, withdraws from the University or decides to reside in other than University Residential Student facilities after occupying the space assigned, but before the last day of the first week of classes for that semester, upon submitting a written request the student will be released from the Contract and a cancellation fee of \$500 will be assessed. If payments over \$500 have been submitted with the Contract, all sums paid-less \$500 will be refunded. If less than \$500 has been applied to the Contract, the amount paid will be applied to the \$500 cancellation with the balance due on the cancellation fee being charge to the account.
3. If a student, other than a first time in college student, withdraws from the University or decides to reside in other than University Residential Student facilities after the last day of the first week of classes of a specific semester, no refund will be made of payment for housing applicable to that semester.
4. If a student is suspended or expelled from the University, or is removed from University housing, or both, for disciplinary reasons, payments made for housing for subsequent semesters shall be refunded, but no refund shall be made for the semester during which the student was suspended, expelled or removed.

C. After Occupancy or Official Opening, for Subsequent Semester(s)

1. Upon approval of the University, a student may be released from this Contract for a specific academic semester or semester subsequent to the semester of current occupancy, in the event of:

a. Academic disqualification	d. Graduation
b. Expulsion or suspension	e. Marriage
c. Withdrawal from the University	f. Co-op. assignment
2. Following receipt of written application for release from the Contract, no later than November 1 for Spring Semester and no later than April 1 for Summer Semester, for any of the reasons listed in paragraph C-1 above, procedures shall be initiated by the Housing Office for full refund to the student of any and all sums paid for the released semester or semesters.
3. If release from the Contract is granted for any reason other than those listed in paragraph C-1, a charge of \$400 will be made by the cancellation deadline date.
4. Any application for release from this Contract submitted after the above dates and prior to the last day of the first week of classes may be approved with assessment of a \$500 cancellation fee.

IV. STATUS AFTER ACADEMIC DISQUALIFICATION

- A. If a student is academically disqualified his/her room assignment is forfeited and that room becomes available for reassignment. Occupancy of the room by a student who has been academically disqualified will result in a \$600 assessment and removal from the room.
- B. If the student is readmitted to the University, and a room is available, the appropriate semester rental rate and Contract obligations will apply.

V. CONDITIONS AND RESPONSIBILITIES OF ROOM ASSIGNMENT

- A. Accommodations may be occupied ONLY by students to whom they are assigned. Students may not sublet or assign their accommodations to another person. Room changes may take place only AFTER written approval from the Housing Office.
- B. Rooms are to be kept clean and orderly at all times and used for residence only. Charges will be made for damages to rooms, equipment, or buildings and for special cleaning necessitated by improper care of rooms or equipment. Students are jointly responsible for the care of areas and equipment in their assigned living area. Charges are based on estimates of actual cost of repair or replacement as determined by the Director of Housing or his appointed representative.
- C. Residents are responsible for knowing and observing all University regulations and procedures as set forth in The Golden Rule- "Student Rights and Responsibilities", the At Your Service, The Guide to Residence Hall/Apartment Living, and other official University publications. Failure to comply with University Housing policies, regulations, and procedures and other University policies, regulations, and procedures may result in expulsion from University Housing or appropriate disciplinary measures.
- D. The University is not liable for damages or loss or theft of personal property, failure or interruption of utilities, or injury to persons. Students are encouraged to provide their own personal and property loss insurance.

- E. Authorized University personnel, as specified and defined in Housing Office publications and "The University of Central Florida Student Handbook", may enter students' rooms for normal inspection, maintenance purposes, and emergency situations. The residents personal property is not subject to search without express approval of the resident, unless instructed by a legal search warrant.
- F. Room assignment may be changed or canceled by the University in the interest of orderliness, health, discipline, maximum utilization of facilities, or disaster, after written notice to the assignee.
- G. The unauthorized transfer of furniture within or between suites, rooms, buildings, or from public areas is prohibited. Charges for returning items to their proper location may be assessed.
- H. Cooking, except for use of microwave ovens, in University residence hall, rooms/suites is NOT allowed.
- I. Pets are NOT allowed in University residence halls or apartment buildings.
- J. Housing Contracts will not be re-offered to residents who are not willing to adhere to the basic elements of good housekeeping, rules, regulations, or policies established for governing the halls/apartments.
- K. The University of Central Florida is an equal opportunity-affirmative action institution. Room assignments are made in designated buildings without regard to race, creed, age, or national origin.
- L. The University reserves the right to make such other and further rules, policies, and regulations as, in its judgment, may be necessary for the safety, care and cleanliness of the premises and for the preservation of good order therein. The student agrees to abide by all such additional rules, policies, and regulations which are adopted.
- M. The University reserves the right to reassign students who are occupying rooms that are designated for persons with disabilities in the event that a person with a disability needs the space.

VI. VISITATION

- A. Eligible residents wishing to participate in visitation must complete the appropriate section on the 1997-98 Contract Data Form attached to this Contract. Students will not be permitted to live in a visitation area unless this section is complete with appropriate signature(s) upon submission of the Contract Data Form.
- B. Visitation will be permitted as outlined in official University publications.

VII. NO SMOKING POLICY

In compliance with the Florida Clean Indoor Air Act of 1992, NO SMOKING will be permitted in any residence hall/apartment room, hallway, lounge, laundry room, Commons Building, or enclosed stairway of any building managed by the Department of Housing and Residence Life at the University of Central Florida. (See Florida Statutes, 386.001).

VIII. ROOM CONSOLIDATION POLICY

In order to reduce the number of rooms, suites, and/or apartments which are not at full occupancy, assignments will be consolidated when vacancies occur in any room, suite, and/or on campus apartment. This may require a student moving from his/her originally assigned space. This policy will be in effect through the first four weeks of classes for Fall and Spring Semester. If a Resident(s) maintains occupancy in a less than capacity room, suite and/or on campus apartment, appropriate additional rental charges will be incurred.

IX. REFUND POLICY

- A. **First Time in College:**
For the first seven weeks in residence during the first semester a student is enrolled at the University, upon completion and approval of the *Contract Cancellation Form*, a student will be charged five percent (5%) of the semester rental rate for the room type assigned or \$100 (whichever is less) and the weekly rental rate for the room type assigned multiplied by the number of weeks in residence up to seven weeks. After the above are deducted, the balance paid will be refunded. NO refund of housing fees, except for medically documented reasons, will be applicable after seven weeks of the first semester enrolled at the University.
- B. **Other Than First Time in College:**
See all of Section III: "Cancellation and Release From Contract"