

**FLORIDA ATLANTIC UNIVERSITY  
SUMMER 2023 HOUSING CONTRACT  
TERMS AND CONDITIONS**

This Contract for residential housing on the University campus is between you (“Student” or “You”) and Florida Atlantic University Board of Trustees (“University”). The University administers its responsibilities under the Contract through its Department of Housing and Residential Education (“Department”). The Student and the University (“the Parties”) agree to the following terms and conditions:

- 1) **ELIGIBILITY:** In order to be eligible for on campus housing Student must be a degree seeking student enrolled in at least three credit hours each summer semester to be eligible for on campus housing. Enrollment in online classes does not exclude a student from eligibility. The Director of the Department of Housing and Residential Education or designee may consider other students eligible for on-campus housing after an eligibility review. A Student who has or previously had delinquent payment accounts may not be offered on-campus housing. Registered sex offenders and predators are prohibited from living in on campus-housing.
- 2) **TERM: This contract is for a space in on-campus housing and covers the Summer semesters elected on the application** or any portion of the contract remaining at the time this contract is signed.
  - A. **Upon completion of the application and contract and payment of the application fee, you are bound to the contract and are responsible for payment of all fees and costs.**
  - B. Completion of the application and contract does not guarantee a space in on-campus housing. Your actual room assignment will be made at a later date. **You are encouraged to carefully consider your circumstances prior to completing this contract process.**
  - C. Actual dates for housing move-in and move-out will be posted at [www.fau.edu/housing](http://www.fau.edu/housing) and communicated to the Student when the housing assignment is made.
  - D. The Student acknowledges the Housing Contract start and end dates and the length of the Housing Contract may be adjusted to align with the University academic calendar when it is adjusted to address orders that affect University operations and the Student’s residency in Housing. The Student will be provided notice of any changes in the start or end dates of the Housing Contract by an email sent to the Student’s university email account.
- 3) **OFFICIAL MEANS OF COMMUNICATION TO THE STUDENT:** The Department of Housing and Residential Education will communicate with the Student through their FAU email address. It is Student’s responsibility to regularly check their FAU Email account for official communications. Housing assignment notifications may come in the form of email communication and/or written communication. Student is responsible for providing current mailing address information to the University for correspondence. Information about assignments will also be available online at <https://housingportal.fau.edu>. For more information regarding MyFAU and email, visit <https://myfau.fau.edu/> or contact the OIT Help desk at 561-297-3999. Student should add housing@fau.edu to their email address contact list in order to avoid having important mail filtered in to “junk” mail.
- 4) **APPLICATION FEE:** The \$100.00 application fee submitted with the application and Contract is **non-refundable**. The fee is also non-transferable to another term period outside the time specified for this contract. The application fee is a processing fee and is not applied towards rental fees or any other fees. Financial aid may not be used to pay the application fee.
- 5) **PAYMENT OF CHARGES:** Rental fees can be found at [www.fau.edu/housing](http://www.fau.edu/housing). Student agrees to pay housing charges on or before the published payment dates. Payment due dates can be found on the university website at <https://www.fau.edu/controller/student-services/payment/>. It is Student’s responsibility to monitor their account and pay any outstanding balances before the deadline.
  - A. Deferments may be granted, provided the official notification of Financial Aid Award shows an amount sufficient to pay for tuition, fees, and housing in full. A Student who receives a Financial Aid Award must pay all housing costs not covered by their award by the payment due date set by the University.
  - B. Failure to pay fees when due and/or any outstanding university balance that is past due shall be considered a

breach of this Contract and may result in one or more of the following actions being taken: 1) removal from current housing or denial of future housing and/or housing services; 2) loss of assignment; 3) inability to register for classes; 4) withholding of University diploma; 5) referral to a collection agency; and/or 6) other action consistent with University Regulations and Policies.

- 6) **CHECK-IN / CHECK OUT:** A Student may check into their assigned housing unit on the published check-in day and is entitled to remain there, unless this Contract is terminated or cancelled in accordance with these terms and conditions, until 24 hours after their last day of examinations for the Summer Semester contracted for or by the published check-out date and time, whichever is sooner unless this Contract is terminated earlier.
- A. The official opening date for University Housing can be found at [www.fau.edu/housing](http://www.fau.edu/housing).
  - B. In the event of termination or cancellation of this Contract, the Student must vacate their assigned housing unit within 48 hours of notice of termination or cancellation.
  - C. If the Housing Contract is cancelled for an approved reason provided in paragraph 11 and the Student has already checked-in for the Summer semester, the Student will be charged a per diem from the date of move-in until the date they have officially checked out of their space.
  - D. Published check-out dates and times will also be established for graduating students who are participating in a graduation ceremony.
  - E. Student is required to properly complete check out procedures prior to leaving the assigned space, as outlined in the *Community Guide*, which is available on the FAU Housing website. A Student is not considered checked-out until all check-out procedures are properly completed. Failure to follow established check-out procedures will result in a \$150.00 improper checkout fee. Failure to move out by the required check-out date may result in a \$100.00 per day charge and/or conduct action.
  - F. When one occupant in a room/suite moves out while others remain, each is equally and jointly responsible for cleaning the room, bathroom, and suite. If any of those spaces are found to be in an unacceptable condition, cleaning services will be provided, and all residents will be held liable for cleaning charges.
  - G. Student must complete and acknowledge receipt of an electronic room inspection form and return all keys/fobs to the Community or Hall Front Desk as part of the check-out process. If the Student is departing prior to the end of the semester, consistent with the requirements of Paragraph 11, below, a Contract Cancellation Release Request form must be completed prior to checkout.
  - H. Belongings/personal items left behind by Student will be considered abandoned property as outlined in the *Community Guide*. Any item(s) remaining in Student's unit after check-out will be discarded. The Department of Housing and Residential Education is not responsible for abandoned property.
  - I. Student will be assessed all charges for the contract term if the student enrolls but does not occupy the assigned space and has not cancelled this contract in writing pursuant to paragraph 11.
  - J. Student will be responsible for any damages, special cleaning or maintenance resulting from misuse or modification upon check-out from the space.
- 7) **USE OF ASSIGNED SPACE:** Occupancy of space is permitted only by Student to whom the space is assigned. Space may not be sublet to any other person(s). Student may not share assigned space with any other individual(s) not officially assigned to the space by the University.
- A. Student may not refuse or prevent another assigned student from residing in a shared space (bedroom or suite). If Student refuses or prevents a new occupant from residing in a shared space, conduct action (including removal from housing), termination of this Housing Contract, and/or single room rental charges may be imposed.
  - B. Use of space for specific visitation and guests is governed by the *Community Guide* available on the FAU Housing website. Student will be responsible for the conduct and actions of their guest(s) and visitors.
  - C. The assigned unit may not be used as a place of business and Student may not conduct any business within any on-campus housing facility.
  - D. No animals or pets are permitted at any time unless authorized under University procedures in accordance with the *Community Guide* on the FAU website, Student Accessibility Services, and/or federal or state laws. Any cost associated with the possession of an illegal animal or damage caused by an approved pet or animal will be charged to the responsible resident(s) or to all residents of the room/apartment, (damaged furniture, cleaning, pest control, etc.).
  - E. Additional information regarding services animals can be found at <https://www.fau.edu/sas/current/animals.php>

or emotional support animals at <https://www.fau.edu/sas/academic-support.php>. Student must request and be granted approval from Student Accessibility Services prior to the animal being allowed in on-campus housing. **Failure to comply with this process may result in a Code of Conduct Violation and/or termination of the Housing Contract.**

- 8) **HOUSING ASSIGNMENTS:** Assignments are made by the Department of Housing and Residential Education without regard to race, religion, national origin, sexual orientation, age, or disability, except as needed to provide a student accommodation.
- A. Adapted housing is available upon advanced written approval from the Office of Student Accessibility Services. In order to request a reasonable accommodation or modification in the room assignment should Student must register with Student Accessibility Services at <https://www.fau.edu/sas/academic-support.php>.
  - B. Assignment at a specific unit, rate, building, or space is the sole discretion of the University. Student acknowledges and agrees that the university may assign or reassign Student to any space in on-campus housing.
- 9) **CHANGES IN ASSIGNMENTS:** Student may not change assignment without following established procedures and obtaining approval from the Department of Housing and Residential Education. Guidelines are provided in the *Community Guide*, which is available on the FAU Housing website. Failure to follow established room change procedures constitutes a breach of this contract and may result in additional charges, including but not limited to a \$150 improper transfer fee, conduct action, and/or termination of this Housing Contract. The University reserves the right to reassign a resident due to unforeseen events including, but not limited to, enrollment fluctuations, facility maintenance needs, staff changes, or other University requirements.
- A. No changes in assignments will be made based on age, race, religion, national origin, sexual orientation, or disability, except as an accommodation approved by the Office of Student Accessibility Services.
  - B. The University may, in its sole discretion, make room adjustments (e.g., transfers, consolidation, overflow housing) when necessary to meet University requirements. In those cases, no transfer fee will be applied.
  - C. Consolidation is defined as the moving together of residents by University Housing who are paying for a double occupancy room but for some reason, not necessarily because of their actions, are currently in a room with no assigned roommate, or are living in a four-bedroom suite with empty rooms within the suite. Double rooms are normally occupied by two students and a four-bedroom suite/apartment is occupied by four students. If one or more of the occupants does not check in, or later moves out, the remaining residents may be required to consolidate, at the sole discretion of the University. For specific information on consolidation, please see the *Community Guide*, which is available on the FAU Housing website.
- 10) **BEHAVIOR AND RESPONSIBILITY:** Student agrees to abide by all University policies, regulations, and procedures including but not limited to those set forth in the FAU Student Handbook, Student Code of Conduct (Regulation 4.007), the *Community Guide*, and this Contract. Student is also responsible for complying with all applicable federal, state, and local regulations and laws. Failure to abide by all University policies, regulations and procedures and federal, state, and local regulations and laws may result in contract modification or termination.
- A. Any behavior that: 1) threatens or harasses another Resident or Housing Staff Member, or 2) is disruptive to the residential community, or 3) compromises the health, safety, and security of the community, or 4) is intended to cause a roommate to move out will constitute a breach of this Agreement.
  - B. Remedies for breach of this Agreement include, but are not limited to, reassignment to another unit, disciplinary action pursuant to the FAU Student Code of Conduct, denial of on-campus housing, permanent exclusion from on-campus housing, or modification or termination of this Agreement by the University for cause. In the event of termination or modification of this Agreement for cause, Student shall be notified in writing by the Director of the Department of Housing and Residential Education or designee. Student will have the opportunity to discuss with the Director or designee the basis for the decision to terminate prior to final decision of termination or modification of Contract. All decisions by the Director of the Department of Housing and Residential Education are final.
  - C. If the contract is terminated for cause, Student will be required to pay the remainder of the contract balance and cancellation fees may be applied. In these circumstances, rental fees will not be pro-rated. **Any student whose contract is terminated because of a violation of FAU Regulation 4.007, Student Code of Conduct, the Housing Community Guide or as a result of any other academic or disciplinary sanction, will be held financially responsible for the full amount of the contract for the remainder of the contract term.**

- 11) **CONTRACT CANCELLATION:** Student may request a cancellation of the contract by completing a written Request for Cancellation at <https://www.fau.edu/housing/cancellation/>.
- A. This Contract may be canceled if one or more of the following conditions are met:
    - i. The Student is not enrolled in the minimum required credit hours
    - ii. The Student is not enrolled in classes at the university
    - iii. The Student is participating in a University-sponsored program (including student teaching, internship, Study Abroad) further than 30 miles away from campus.
    - iv. The Student graduates and does not continue enrollment in another university program
    - v. The Student joins military service after signing the Housing Contract
    - vi. The Student is married after signing the Housing Contract
    - vii. The Student becomes pregnant after signing the Housing Contract
  - B. Student shall not be released from this Contract due to a lack of financial resources, a change in the delivery method of academic courses, dietary or medical needs, natural disaster, public health emergency, pandemic, epidemic, act of God, or any other occurrence beyond the control of the University.
  - C. If Student withdraws from, is suspended, or dismissed, or fails to enroll in, classes during any semester, Student must notify the Department of Housing and Residential Education and vacate the assigned housing space within 48 hours following their withdrawal/non-enrollment. Student must follow all check-out procedures prescribed by the Department of Housing and Residential Education. Student remains financially responsible for all fees and costs in accordance with these terms and conditions.
  - D. The University will assess a fee for all approved cancellations of this Contract. Cancellation fees are based on the date the cancellation request is received in the Department of Housing and Residential Education. Students receiving approved cancellations for a Summer Semester will be assessed a \$150.00 fee if cancelled prior to the first published move-in day for the summer semester that was requested to be cancelled. Approved cancellations for any summer semester that was requested as of the first published move-in day or thereafter are subject to a \$300.00 cancellation fee. The Director of the Department of Housing and Residential Education or designee may approve cancellations for reasons in addition to those listed in Paragraph 11. Approved cancellations for reasons outside those listed in Paragraph 11.A. are subject to a cancellation fee of \$300.00.
  - E. An exception to the cancellation fee will be made for a Student who is approved for an Exceptional Circumstances Withdrawal (ECW) during the term, who participate in an International Exchange or Study Abroad program during the contract term, students who are called to active military duty, applicants who cancel prior to being assigned a space, or applicants not admitted to the University.
  - F. If a cancellation request is not approved, Student remains bound to the terms and conditions of the Contract and is financially obligated to the full amount of the rental fees for the entire term of the Contract.
  - G. If Student's request for cancellation is denied by the Director of the Department of Housing and Residential Education or designee, Student may request review of the decision by the Housing Contract Appeals Committee. Housing appeal information can be found online at <https://www.fau.edu/housing/appeals/>.
- 12) **REFUNDS:** No refunds of rental fees shall be made for a Student who checks out after the first day of the third week of classes for a summer semester or for a Student whose Housing Contract is terminated early as provided in paragraph 11 of this Contract. In the event of cancellation of this Contract in accordance with the procedures for cancellation prior to first day of the third week of classes for a summer semester, a pro-rated portion of housing fees paid will be refunded and any applicable cancellation fees will be charged per paragraph 11 of this Contract. The pro-rated portion of housing fees will be calculated from the first official published check-in day to the day the Student completes the check-out process and vacates the assigned housing unit. **No refunds of rental fees shall be made for a Student who checks out after the first day of the third week of classes for a summer semester except for a student who has an exceptional circumstance withdrawal.**
- A. Housing fees will be prorated for a Student who initiates a Housing Contract on or after the first day of the second week of classes.
  - B. A Student who transfers to a different room with a different rental rate will, for the remainder of the term, pay that new rental rate on a prorated per diem basis beginning the day of transfer through the end of the Contract.
  - C. Refunds are processed by Tuition and Billing Services and inquiries should be directed to that office.
  - D. No refunds of rental fees, either on a full or pro-rated basis, shall be issued for the time residence halls are



closed due to a natural disaster, public health emergency, pandemic, epidemic, act of God, or any other occurrence beyond the control of the University.

- 13) **KEYS/FOBS/CARD ACCESS:** Student agrees not to duplicate any keys/fobs assigned, or to transfer their keys/fobs or identification card to another person and will be subject to conduct action or termination of this contract if this occurs. If keys/fobs are not returned at check out, or if the keys/fobs are lost or stolen, Student agrees to pay for all lock changes and key/fob replacements. Costs for lock changes range from \$50 - \$150.00 depending on the residential location and \$15.00 for each mailbox key. Student is responsible for securing the assigned unit and for taking such precautions as is necessary for personal and property protection.
- 14) **CARE OF FACILITIES:** Student is responsible for care of room, furnishings, and equipment in on-campus housing. Student is responsible for keeping the assigned unit in a clean and sanitary condition. Housekeeping is not provided in the assigned unit. Student is responsible for disposing trash and recyclable materials in bins provided in designated common areas.
- A. Student agrees to refrain from modifying the space in any way, except as permitted in writing by the Department of Housing and Residential Education.
  - B. Student is responsible for damages, special cleaning, or maintenance resulting from misuse or modification of the facility.
  - C. Student is jointly liable with roommates and/or suitemates for assessed charges in the room, suite, or common area of the residence hall, unless the responsible individual is identified.
  - D. Student acknowledges that Florida Atlantic University Housing facilities are located in Florida, which has a climate conducive to mold and mildew, and that it is necessary to provide proper ventilation and dehumidification of rooms to prevent the growth of mold and mildew. Student agrees to be responsible for properly ventilating and dehumidifying the room and suite/apartment. Student is responsible for knowing and following recommended procedures as set forth in the *Community Guide* related to mildew and mold prevention and removal.
  - E. Student is expected to report damages and necessary repairs to the Department of Housing and Residential Education in accordance with established procedures, which are available in the *Community Guide*. The Department of Housing and Residential Education does not guarantee the availability of parts and services.
  - F. If Student is assessed charges for damages to their unit, Student will have the opportunity to appeal those charges as described in the *Community Guide*. Student has 60 days after a charge has been placed on their account to submit a damage appeal. The appeal form is available at <https://www.fau.edu/housing/damage/>.
  - G. Student is responsible for the condition of the unit's furnishings. All furnishings must remain unaltered and must remain in the designated unit.
  - H. The University is not responsible for Student's personal property. Student is encouraged to carry personal renter's insurance.
- 15) **AUTHORIZED ENTRY & EMERGENCY ACCESS TO UNIT:** The University reserves the right to have authorized University staff, property management personnel, state officials, and other authorized personnel enter the student's rooms/apartments/suites with prior notice (24 hours) at a reasonable time to inspect, maintain, and repair the premises and furnishings. **In the event of an emergency, notice may be given immediately before entering.**

In accordance with the *Community Guide*, when authorized personnel have a reasonable belief that a violation of a University or Housing regulation, policy, local ordinance, or state or federal statute is in progress, and/or other emergency purposes exist, they may enter the student's rooms/apartments/suites without notice. **Student's signature on this Contract and/or online submission electronically of this Contract constitutes explicit consent for authorized personnel to enter the student's rooms, apartments, and/or suites without further notice.**

- 16) **HEALTH AND SAFETY:** Student acknowledges the inherent 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.
- A. Student acknowledges they have considered their own personal health status and increased risk factors inherent with community living, including the risk of exposure to illness, when deciding to live on campus.
  - B. Student agrees to comply with health and safety laws, orders, ordinances, and regulations, as well as health and safety guidance adopted by the University as it relates to public health events.
  - C. Student acknowledges that University medical officials may require Student to submit to diagnostic and

surveillance testing as well as symptom checking in the event of an announced outbreak of a communicable illness.

- D. Student agrees to comply with University direction to address any announced outbreak, which may require temporary removal from assigned room, building, or campus including undertaking a period of quarantine or isolation at the University's direction. A University directive to quarantine or isolate is not a basis for cancellation of the Housing Contract.
- E. The University is subject to extreme weather events. In the event a residence hall is evacuated because of an emergency, Student may be displaced for an extended period of time. Student will not be permitted to re-enter the residence hall until the emergency has passed and the facilities are deemed safe. The re-opening of residence halls may or may not coincide with the re-opening of campus.

17) **UTILITIES AND AMENITIES:** The Department of Housing and Residential Education 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.

- A. The University is not liable for failure or interruption of utilities.
- B. All units are provided with internet connection and a streaming cable television service.
- C. The University and the Department of Housing and Residential Education are not financially responsible for any outages or outages due to uncontrollable circumstances (i.e. inclement weather or acts of God).
- D. Access to and use of amenities and community spaces may be restricted or limited in capacity to address orders that affect University operations and Student's residency in Housing.

18) **LIMITATION OF UNIVERSITY LIABILITY:** The University is insured under the State of Florida's self-insurance trust fund, which only provides limited liability coverage in accordance with the provisions of Florida Statute section 768.28, for damages or injuries caused by negligence by the University or its employees while working within the scope of their employment. The trust fund will not reimburse for losses created by unforeseen events, accidents, injuries, or theft that may occur. Student is encouraged to carry personal renter's insurance.

- A. The University is not liable for damage to or loss of Student's personal property as a result of fire, theft or any other cause whatsoever, or for the failure or interruption of utilities.
- B. The University shall not be liable for any death, injury, damage or loss to person or property, including, but not limited to, any death, injury, damage or loss caused by burglary, assault, vandalism, theft or any other crimes, negligence of others, wind, rain, flood, hail, ice, snow, lightning, fire, smoke, explosions, natural disaster, public health emergency, pandemic, epidemic, or other acts of God, or any other cause beyond the reasonable control of the University; and Student hereby expressly waives all claims for such death, injury, damage or loss.
- C. Student agrees to indemnify, defend and hold harmless the Florida Atlantic University Board of Trustees, the Florida Board of Governors, the State of Florida, and its respective officers, directors, members, managers, agents, employees and legal representatives from any and all liabilities, claims, suits, demands, losses, damages, fines, penalties, charges, costs or expenses (including, but not limited to, reasonable attorney's fees, costs and expenses if permitted by prevailing law) arising by reason of any death, injury, damage or loss sustained by any person, including Student, Student's guests and invitees to the extent not caused by any omission, fault, negligence, or other misconduct by the University.

19) **PHOTO RELEASE:** Student grants Florida Atlantic University permission to record Student's participation in and appearance on videotape, audiotape, film, photograph or any other medium; use Student's name, likeness, voice and biographical material in connection with such recordings; exhibit or distribute such recordings in whole or in part without restrictions or limitation for any legal purpose, including without limitation, educational or promotional purposes, which the University and those acting pursuant to its authority deem appropriate; and copyright such recordings in its own name or to publish, to market and to assign such recordings without consideration, compensation or report to Student. If Student DOES NOT want to be photographed or recorded, or have their name, voice, or biographical material used in connection with any such recording, Student must obtain a copy of the appropriate Opt Out of Photograph Release form available at the Department of Housing & Residential Education, Main Office (Building 46), complete it by August 1 for Fall and January 3 for Spring, and return it to the Department of Housing & Residential Education, Main Office. Unless Student completes an appropriate Opt Out of Photograph Release form, the Student's presence in or around Housing & Residential Education facilities and/or properties, as well as on and off campus

Department of Housing & Residential Education sponsored events, will constitute their consent to the capturing and/or use of their image and/or voice, name and biographical material by the Department of Housing & Residential Education and will expressly and impliedly waive any claims or rights, whether in law or equity, related thereto. A student who does NOT want to be photographed or recorded, and who submits an appropriate complete Opt Out of Photograph Release form indicating as such, is responsible for removing themselves from the area in which the photographing/recording is occurring, both on campus and at off-campus functions, or notifying the camera person on site of their opt out status. Failure to do so may result in Student's inclusion in a photograph or recording and will be treated as a release, allowing the Department of Housing & Residential Education to utilize that photograph or recording and name and biographical material accordingly.

**TO THE STUDENT (OR LEGAL GUARDIAN OF A MINOR STUDENT):**

**IT IS YOUR RESPONSIBILITY TO REVIEW YOUR HOUSING NEEDS AND FINANCIAL RESOURCES PRIOR TO SIGNING THIS CONTRACT. THIS CONTRACT OBLIGATES YOU TO PAY ALL ON-CAMPUS HOUSING FEES FOR THE INDICATED SUMMER SEMESTERS. BY SIGNING THIS CONTRACT, YOU AGREE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS LISTED ABOVE AND THAT YOUR SIGNATURE ON THE APPLICATION FORM AND/OR ELECTRONIC ONLINE SUBMISSION INDICATES THAT YOU AGREE TO ABIDE AND BE LEGALLY BOUND BY THE TERMS AND CONDITIONS.**

**ACCEPTANCE OF CONTRACT TERMS AND CONDITIONS**

I have read, fully understand, and agree to the terms, conditions, and policies of this contract.

Electronic Signature of Student – *(electronic signature is required for all online housing contracts for students over 18 years of age)*

**Election Signature of Parent/Legal Guardian**

*(electronic signature consent from parent or legal guardian is required for all students under 18 years of age)*