

FLORIDA GULF COAST UNIVERSITY

2019-2020 WEST LAKE VILLAGE HOUSING AGREEMENT

This Agreement is between you (“Student”) and Florida Gulf Coast University Board of Trustees (“University”) for on-campus housing for the Fall and Spring semesters of the Academic Year. The Student and the University (“the Parties”) agree to the following terms and conditions:

- 1. ELIGIBILITY:** A student must be enrolled for at least one credit hour each semester as a degree seeking undergraduate or graduate student during the Fall and Spring semesters to be eligible for on-campus housing in West Lake Village. Enrollment in online classes does not exclude a student from eligibility. During the Summer A&B terms, a person does not need to be enrolled but must be a matriculating FGCU student to be eligible for housing at West Lake Village. The Director of the Office of Housing and Residence Life or his/her designee may consider other students eligible for on-campus housing at West Lake Village after an eligibility review. Applications for on-campus housing are subject to review and approval by the Director of the Office of Housing and Residence Life.
- 2. TERM: Subject to earlier termination as provided in Paragraph 7, THIS AGREEMENT IS FOR BOTH THE FALL AND SPRING, AND SUMMER A & B TERMS SEMESTERS OF THE INDICATED YEARSACADEMIC YEAR,** or any portion of that term the Fall and/or Spring Semester remaining at the time the Agreement is signed. This is the only term available at West Lake Village. **Academic Year (Fall/Spring) contracts are NOT available.** 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 4 below. **The Student shall not be released from this Agreement due to lack of financial resources, dietary or medical needs, or lack of enrollment during the Summer A or B term. You are entering into an agreement for residential housing at Florida Gulf Coast University. Your room assignment will be made at a later date. Upon completing the application and paying the application fee, you are bound to this Housing Agreement. Students are urged to carefully consider their circumstances prior to entering into this Housing Agreement.**
- 3. SUBLEASE:** The Student may sublease their housing assignment under this Agreement for the Summer term only. The sublease must be to another degree-seeking FGCU student, with no changes in the terms and conditions, and upon the advanced written approval of the Office of Housing and Residence Life. The approval of the sublease by the Office of Housing and Residence Life is within its sole discretion. The new applicant must be approved in writing by the Office of Housing and Residence Life. The Student’s obligations will terminate under this Agreement once the sublease has been approved in writing by the Office of Housing and Residence Life. Should the Student’s request to sublease their assignment under this Agreement be approved, a sublease fee will be assessed. Approved subleases are subject to a \$100 sublease fee if approved prior to April 15th and a \$150 sublease fee if approved after April 15th. The sublease charge is not a cancellation fee, buy-out fee or a limitation of damages collectable by the University. The Office of Housing and Residence Life is not responsible for finding the Student a suitable sub-lessee.
- 4. BREACH OF AGREEMENT: THIS IS AN AGREEMENT FOR THE LEASE OF A RESIDENCE IN ON-CAMPUS HOUSING.** 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 the Office of Housing and Residence Life or designee. Remedies for breach of this Agreement include, but are not limited to, denial of housing, permanent exclusion from on-campus housing, disciplinary action, reassignment to another unit, or termination of this Agreement. The determination by the Director of the Office of Housing and Residence Life 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 in writing with the Office of Housing and Residence Life. Please note that non-enrollment for any portion of the Summer is NOT reason for cancellation.**
 - a. This Agreement may be canceled under certain conditions including:
 - i. The Student withdraws from, or fails to enroll with, the University;
 - ii. The Student participates in an academic program that requires residence outside the Collier/Lee county areas;
 - iii. The Student graduates and does not continue as an enrolled student in another program. **Graduation at the end of the Spring semester will not be grounds for cancelling the Summer portion of the terms of this agreement;**
 - iv. The Student gets married after signing the Housing Agreement;
 - v. The Student is not admitted to the University;
 - vi. The Student joins military service after signing the Housing Agreement; or
 - vii. The Student becomes pregnant after signing the Housing Agreement.
 - b. To request cancellation of this Agreement, the student must submit a written request for cancellation to the Office of Housing and Residence Life. The student must provide evidence of the occurrence of one of the conditions for cancellation set forth in Section 4A with the request. Cancellation will not be effective until the information is filed and verified by the Office of Housing and Residence Life. In the event the cancellation is based on the student not enrolling for the following semester, enrollment by the student in that following semester voids the cancellation of the Agreement and the student remains obligated to comply with the terms of this Agreement.
 - c. The University will assess a fee for all approved cancellations of this Agreement. Cancellation fees are based on the date the cancellation request is received in the Office of Housing and Residence Life. Students receiving approved cancellations for Fall/Spring/Summer will be assessed a \$150.00 fee if cancelled before June 30th, \$250.00 if cancelled between July 1

through July 31st and \$400.00 if cancelled between August 1st and the day prior to the first day of fall semester classes. Approved cancellations for Fall/Spring/Summer as of the first day of Fall classes are subject to a \$500.00 cancellation fee. Approved cancellations for Spring/Summer will be assessed a fee of \$150.00 if cancelled prior to October 31, \$250.00 if cancelled between November 1 through November 30th and \$400.00 if cancelled between December 1st through the day prior to the first day of spring semester classes. Approved cancellations for Spring/Summer as of the first day of Spring classes are subject to a \$500.00 cancellation fee. Approved cancellations for Summer will be assessed a fee of \$150.00 if canceled prior to the start of summer classes. Approved cancellations for Summer as of the first day of summer classes are subject to a \$300.00 cancellation fee.

- d. The Director of the Office of Housing and Residence Life or designee may approve cancellations for reasons in addition to those listed in Paragraph 5A. Approved cancellations for reasons outside those listed in Paragraph 5A are subject to a cancellation fee of \$500.00.
- e. An exception to the cancellation fee will be made for graduating students, international and national student exchange students who cancel prior to July 30th for Fall/Spring/Summer and November 30th for Spring/Summer, students who are called to active military duty; applicants who cancel prior to being assigned a space and applicants not admitted to the University. **Graduation at the end of the Spring semester will not be grounds for cancelling the Summer portion of the terms of this agreement.** Charges for on-campus housing will not be removed from a student's University account until all cancellation fees are paid in full.
- f. All students whose cancellation requests are not approved remain bound to the terms and conditions of this Housing Agreement and are financially obligated to the full amount of the rental fees for the entire term of the Housing Agreement.
- g. Review Committee. A Student may ask that the decision of the Housing Director or designee to deny the cancellation be reviewed. The review will be conducted by a committee consisting of University officials.

6. NON-ENROLLMENT OR RE-ENROLLMENT AFTER CANCELLATION: A student who withdraws from, or fails to enroll in, classes during the Fall or Spring semesters must notify the Office of Housing and Residence Life and vacate the assigned housing unit within 24 hours following his/her withdrawal/non-enrollment from the University. Student must follow all check-out procedures prescribed by the Office of Housing and Residence Life.

7. TERMINATION OF THE AGREEMENT: The University may cancel this Agreement for any cause it deems reasonable including, but not limited to, violations of this Agreement or any Universities policies or regulations. 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 Office of Housing and Residence Life. Rental fees will not be pro-rated and cancellation fees may apply.

8. APPLICATION FEE: The \$50.00 application fee submitted with the Student's Housing Agreement and application is **non-refundable. The application fee is non-transferable to another time period outside the time specified in these Terms and Conditions. The application fee is a processing fee and is not applied towards rental fees or any other fees.**

9. REFUNDS

- a. In the event of cancellation of this Agreement in accordance with the procedures for cancellation prior to the first day of the eighth week of classes for the Fall or Spring semester or the first day of the third week of classes for the Summer semester, a pro-rated portion of housing fees paid will be refunded and any applicable cancellation fees will be charged per paragraph 4 of this Agreement. 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 students who check out after the first day of the eighth week of classes for the Fall or Spring semester or the first day of the third week of classes for the Summer semester. Students whose Housing Agreements are terminated early as provided in paragraph 7 of this Agreement will not receive a refund of rental fees.**
- b. Housing fees will be prorated for students who initiate a Housing Agreement on or after the first day of classes. A resident who transfers into a different room with a different rental rate will for the remainder of the term of the agreement pay that new rental rate on a prorated per diem basis beginning the day of transfer through the end of the agreement.
- c. Refunds are processed by the Bursar's Office and inquiries regarding refunds should be directed to that office.

10. 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 for the Spring Semester or by the published check-out date and time, whichever is sooner** unless this Agreement is terminated earlier.

- a. In the event of termination or cancellation of this Agreement, students must vacate their assigned housing unit within 48 hours of notice of termination or cancellation. If the Housing Agreement is terminated for the Spring and Summer semester, the student must check-out 24 hours after their last exam or by the published check-out date and time for the Fall semester, whichever is sooner. If the Housing Agreement is terminated for the Summer term, the student must check-out 24 hours after their last exam or by the published check-out date and time for the Spring semester, whichever is sooner. Published check-out dates and times will also be established for graduating students who are participating in a graduation ceremony.
- b. When a Student moves out of a housing unit, the student must schedule a check-out appointment with the Resident Assistant.
- c. Failure to follow established check-out procedures will result in a \$150.00 improper check-out fee.
- d. Failure to appear at a scheduled check-out appointment or failure to arrive on time to a scheduled check-out appointment will result in a \$25.00 fee.
- e. Completion of any portion of the check-in procedures, i.e. acceptance of a room key and/or placement of personal belongings in the room, constitutes occupancy.

- f. Student is not considered checked-out until all published check-out procedures are followed including but not limited to completion of check-out appointment with Resident Assistant, removal of all belongings, unit cleaned and inspected, and room key returned to the Office of Housing and Residence Life.
- g. Belongings/personal items left behind by a Student will be considered abandoned property. Any item(s) remaining in the Student's unit after check-out will be discarded. The Office of Housing and Residential Life is not responsible for belongings/personal items left behind by Students.
- h. **Students who are approved** to check-in earlier or check-out later than the published dates will be charged a per diem fee for each additional date. **Students not approved** for late check-out but remaining in a housing unit beyond the published dates for check-out are subject to a daily fee of \$100.00.
- i. Students planning to check in after the designated check-in periods are required to notify the Office of Housing and Residence Life of their late arrival. Failure to notify the Office of Housing and Residence Life prior to the first day of classes may result in cancellation of the Housing Agreement and the student may be assessed cancellation fees.
- j. Students are permitted to stay in their room during the semester break period between Fall and Spring semesters, as well as the break between the Spring and Summer semesters, as long as they are in good financial standing.
- k. Students with an approved cancellation for the Spring and Summer semesters who check-out after the published check-out date for the Fall semester are subject to a per diem fee from the date of the published check-out for the Fall semester until the date the student checks-out of their unit in accordance with all established check-out procedures.
- l. Students who have an active assignment and fail to check in will remain liable for one semester of rental fees for the least expensive unit available under this Agreement. This charge is not a cancellation or buyout fee and will be placed on the student's account.

11. ASSIGNMENTS: Assignments are made by the Office of Housing and Residence Life without regard to race, religion, national origin, sexual orientation, age, or disability, except as needed to accommodate a disabled student. Assignment notifications include room type, building, room, and roommate information. Housing assignment notifications may be made in the form of email communication and/or written communication. The student is responsible for providing current mailing address information to the University for correspondence. The University will use the Student's Eagle e-mail account to communicate information regarding Housing assignments. Information about assignments will also be available on the Housing Web Portal via Gulfline.

- a. Adapted housing is available upon advanced written approval from the Office of Adaptive Services on behalf of the student and is based upon availability.
- b. Information provided on the Housing Agreement is considered in making assignments; while this agreement provides that the University will provide housing within its facilities, the assignment at a specific unit, rate, building, or space is in the sole discretion of the University.
- c. Student understands that the Office of Housing and Residence Life may assign or reassign Student to any space in on-campus housing.
- d. Student assigned to any special interest community is subject to all community standards published on the Office of Housing and Residence Life website.
- e. Student assigned to an apartment that has an Office of Housing and Residence Life Resident Assistant staff member living as a roommate is subject to additional standards and expectations published on the Office of Housing and Residence Life website.
- f. Occupancy is permitted for student only.

12. CHANGES IN ASSIGNMENTS: Student may not change housing assignments (bedroom or apartment/suite) without following established procedures and obtaining approval from the Office of Housing and Residence Life.

- a. No changes in assignments will be made based on age, race, religion, national origin, sexual orientation, or disability, except as needed to accommodate a disabled student.
- b. Failure to follow established room transfer procedures will be considered a breach of this Agreement and a \$100.00 improper transfer charge may be assessed.
- c. The University, in its sole discretion, may make room adjustments (transfers, consolidation, overflow housing) when necessary to accommodate University requirements.

13. FEES: Rental fees are published on the Office of Housing and Residence Life website. The semester rental fees for Westlake Village for the Fall and Spring semesters are due in four installments. Rental fees for the Summer term will be due in two installments. The Student shall promptly pay all fees based on the due date in the University system through the Student's Gulfline account). In the event of unforeseen occurrences, fees in addition to rental fees may be assessed. The Office of Housing and Residence Life accepts checks, money orders, and traveler's checks drawn on a United States bank.

- a. A fixed amount of rental fees for both Fall and Spring semesters are dedicated to the Resident Housing Association (RHA). The amount is determined and approved by the University Board of Trustees.
- b. 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) removal from current or denial of future housing and/or housing services; 2) loss of assignment; 3) inability to register for classes; 4) withholding of University records or diploma; and/or 5) referring the matter over to a collection agency.
- c. Additionally, a late fee of \$25.00 will be assessed for any payment which is not received when due. A \$100.00 late fee will be assessed if semester bill is not paid in full by final due date of the Fall and Spring semesters.
- d. If the University retains a collection agency and refers the Student's account over for collection, the Student shall be responsible for all additional costs of collection, including a collection fee which is calculated based on the balance owed to the University under this Agreement. It cannot exceed 33 1/3 % of the amount placed with the University's collection

agent, as well as all other costs and expenses, including reasonable attorney's fees, that are incurred in such collection efforts.

- e. 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.
- f. Deferment requests are subject to approval by the Director of the Office of Housing and Residence Life or designee. If a deferral request is denied, the Student must make payment by the published payment date in order to guarantee housing.

14. USE OF THE ASSIGNED UNIT: Except as otherwise provided in this Agreement, the Student will not assign, sublease, or allow the use of the assigned space to any other person.

- a. Guests and visitors must observe all published rules found in materials listed in Paragraph 13. The Student will be responsible for the conduct and actions of his/her guest(s) and visitors.
- b. The assigned unit may not be used as a place of business, nor may a Student conduct any business within any on-campus housing facility.
- c. No animals or pets are permitted at any time unless specified otherwise in the Housing Guidebook.
- d. The Student shall use the space only for lawful purposes.
- e. Smoking is not permitted in housing units and public areas associated with the housing facilities. Smoking and other uses of tobacco are prohibited by University regulation.
- f. Students are prohibited from possessing items considered to be health and safety violations (such as candles, incense, halogen lamps, hover boards) as published in the Housing Guidebook.
- g. Occupancy is permitted for student only. Additional roommates, including friends, spouses or significant others, or children, are not permitted. Residents who are found to have unauthorized roommates living in their bedroom, common area of the apartment/suite, or unassigned bed space within their unit will be charged the daily rate for that room type for the duration of the unauthorized roommates' stay. In cases where responsibility for unauthorized roommates cannot be determined, charges will be split evenly among all assigned occupants.

15. BEHAVIOR AND CONDUCT: The Student agrees to abide by all University regulations and policies, Office of Housing and Residence Life guidelines, Student Code of Conduct, the Housing Guidebook and this Agreement. The University regulations, policies and handbooks are incorporated into this Agreement by reference.

Any behavior or conduct which: 1) intimidates, threatens, or harasses 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 may be grounds for removal from on-campus housing by the Director of the Office of Housing and Residence Life or designee. Director or designee will issue written notice of termination or modification of agreement. Student will have opportunity to discuss with the Director of Housing or designee the basis for the decision to terminate prior to final decision of termination or modification of agreement. All decisions by the Director of the Office of Housing and Residence Life are final.

16. CARE OF FACILITIES:

- a. Students are responsible for maintaining their assigned units in a clean and sanitary manner, and free from damages. No housekeeping is provided. Trash removal is provided in designated locations. Pest control services are provided upon request. Facilities are subject to periodic health and safety inspections by the Office of Housing and Residence Life Staff.
- 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 Office of Housing and Residence Life, 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. 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.

17. REPAIRS AND MAINTENANCE: Students are expected to report damages and necessary repairs to the Office of Housing and Residence Life in accordance with established procedures. The Office of Housing and Residence Life does not guarantee the availability of parts and services.

18. ACCESS TO UNITS: 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, (c) when a university staff member suspects a policy violation as outlined in the Housing Community Guide or (d) with 24 hours' notice provided to Student via telephone, campus mail, e-mail, or posting. Authorized Housing and Residence Life personnel may also enter student rooms without the residents' permission for maintenance and housekeeping purposes, and fire and/or health and safety inspections.

19. 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.

20. FURNISHINGS:

- a. The Student shall be required to inspect and inventory the contents of his/her assigned 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 14 hereof.

- b. All furnishings shall remain unaltered and in their designated units.

21. UTILITIES:

- a. The Office of Housing and Residence Life 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 internet connection and cable television services. The University and the Office of Housing and Residence Life are not financially responsible for any short term outages or outages due to uncontrollable circumstances (i.e. inclement weather or acts of God).

22. LIABILITY: 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. The University is insured under the State of Florida's self-insurance trust fund that only provides coverage for damages or injuries caused by negligence of the University or its employees done while working within the scope of their employment. This insurance coverage does not cover losses or injuries to a student which occur as a result of unforeseen accidents. **Students are encouraged to secure their own health or hospitalization insurance and personal property loss insurance.**

23. 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 an on-campus shelter. Students will not be permitted to re-enter the residence halls 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. No refunds of rental fees shall be issued for the time residence halls are closed due to a natural disaster or act of God.

24. NOTICES AND COMMUNICATIONS: All notices and other communications from the University regarding this agreement and other Housing matters will be through e-mail. The University will use the Student's Eagle e-mail account to communicate information regarding Housing matters. Information about assignments will also be available on the Housing Web Portal via Gulflink. You are advised to regularly check your e-mail accounts and the Housing Web Portal for information regarding your Housing Agreement including your room assignment.

TO THE STUDENT:

IT IS YOUR RESPONSIBILITY TO REVIEW YOUR HOUSING NEEDS AND FINANCIAL RESOURCES PRIOR TO SIGNING THIS AGREEMENT. THIS AGREEMENT OBLIGATES YOU TO PAY ALL ON-CAMPUS HOUSING FEES FOR BOTH THE FALL, AND SPRING, AND SUMMER A & B SEMESTERS.

I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS LISTED ABOVE AND MY SIGNATURE ON THE APPLICATION FORM INDICATES THAT I AGREE TO ABIDE AND BE LEGALLY BOUND BY THEM.