

Fall 2019/Spring 2020 University Housing Agreement

The purpose of this document (Agreement or Agreement) is to establish an agreement Agreement between each housing student and the Florida Agricultural and Mechanical University Board of Trustees, a public body corporate of the State of Florida, acting for and on behalf of University Housing, concerning living in University Housing Facilities.

1. DURATION: Refer to University Regulation 2.001 (Housing).

A. All freshmen (first-time-in-college students) and/or students with fewer than 30 semester credit hours graduating from a high school more than 35 miles from the University's Tallahassee campus are required to live in University-owned or operated residential facilities. Refer to University Regulation 2.001 (Housing).

B. This Housing Agreement is binding for TWO (2) ACADEMIC SEMESTERS (FALL AND SPRING) beginning with the fall semester the student is enrolled in at the University. ; or if entered after the start of the fall semester, for the remainder of the Fall 2019 and Spring 2020 semesters. All agreements terminate at the end of the spring semester. An Agreement may be renewed for the summer semester.

C. All student-athletes shall reside on campus during the first two academic years of enrollment. Refer to University Regulation 2.001 (Housing).

D. All University full scholarship recipients shall reside on campus during the first two academic years of enrollment. Full-scholarship recipients are students who receive the Life-Gets-Better Scholarship, the Distinguished Scholars Award, or the Adopted High School Scholarship. Refer to University Regulation 2.001 (Housing).

E. Access Summer Bridge participants shall live in on-campus Housing for the first two academic years (fall and spring semesters) of enrollment. Refer to University Regulation 2.001 (Housing).

F. If the student is officially released from the Agreement for a given semester and then re-enroll in the University during the subsequent semester of the Agreement period, the student's obligation is renewed for the remainder of the Agreement period. In this case, the student must notify the housing staff in writing so that a room may be reassigned to the student.

I. TERMS AND CONDITIONS

A. Under this Agreement, the student is entitled to the privacy of his or her assigned room, (except as stated in II G or as otherwise provided by law), the use of public facilities of the residence hall, and the services rendered to pursue his/her educational goals.

B. This Agreement, whether submitted electronically or in paper form, with required advance payment is valid from the University's receipt of the Agreement until the end of the spring

semester of the academic year. If the student enrolls or re-enrolls at the University after providing notice that the student will not be attending for a specific semester, the Agreement obligation is reinstated for the remainder of the Agreement period. The student must vacate the residence hall within 48 hours of withdrawal, release, or termination of the Agreement during a given semester.

- C. Residents of University Housing facilities must be degree-seeking students registered for classes at Florida Agricultural and Mechanical University for each semester of occupancy. Any exceptions must be granted on an individual basis and based on documented academic circumstances. A student who cancels an Agreement because he or she is not enrolled must do so in writing on or before the fifth (5th) day of classes in a given semester.
- D. The University's receipt of this Agreement does not guarantee assignment to a particular type of accommodation (building or room type), nor does it determine final admission to the University. Priority for assignments will be granted according to the following hierarchy, provided all admissions and orientation deadlines are met:
 - 1. For individuals who sign an Agreement for housing for the term in which they are admitted (e.g., students arriving on campus for the first time in either Summer, Fall or Spring), the date and time of Agreement submission is used to establish priority for receiving on-campus housing and assignment to preferred buildings and room types.
 - 2. For returning individuals (e.g., students who lived in University Housing during the Spring 2019 semester), the number of completed credit hours on file with the University is used to establish priority for receiving on-campus housing and assignment to preferred buildings and room types.
 - 3. For individuals who did not live in University Housing but were matriculated and enrolled during the Spring 2019 semester, housing will be offered on a space-available basis no earlier than March 1, 2019.
 - 4. Should an individual receive a room/space assignment and then fail to claim that room or space assignment by the first day of class for the semester, the room assignment will be forfeited and the full rental obligation for the Agreement term will be assessed against Resident's account. Should Resident so fail to claim the assignment, the Agreement may be canceled by Department. Following such cancellation, another assignment may be offered only as space is available.
 - 5. Housing Agreements are accepted until available space is depleted and a sufficient overflow pool is established. Acceptance of the Agreement by the University shall be presumed binding unless rejection is communicated to the student before room assignment.
- E. Semester room rent covers occupancy from the date and time designated for official opening until the date and time assigned for official closing of the residence halls for each semester. Residence hall closings will follow the last scheduled examination for each semester. Room rent does not cover occupancy during any vacation period or between semesters. University Housing reserves the right to provide housing during break periods in specific buildings on a limited, centralized basis and for an additional charge.

II. CONDITIONS AND RESPONSIBILITIES OF RESIDENTS

- A. Students may reside only in the rooms to which they are assigned, and students may not sublet rooms to another person. Room transfers may occur only upon written approval from the University Housing Office or the building's hall coordinator.
- B. If one or more vacancies occur in a room or apartment, the remaining students agree to accept other roommates as assigned. The students further agree to be moved to other comparable facilities as directed by the University.
- C. The University reserves the right to consolidate vacancies by closing rooms, apartments, floors, or halls.
- D. Room assignments may be changed, or agreements terminated by the Director of Housing in the interest of order, health, discipline, energy conservation, or best use of facilities.
- E. If a student exhibits disruptive, irresponsible, or inconsiderate behavior, or is a detriment to orderly community living, he/she may, upon the recommendation of the resident director after a conference/hearing with the student, have his/her assignment changed or Agreement terminated.
- F. Students are responsible for the care of rooms and equipment. The University performs routine, periodic and preventative maintenance and custodial services. The University may also provide periodic suite bathroom cleaning, subject to staff availability and other conditions. Charges may be made for damages to, unauthorized use of, or alterations to, rooms, equipment or buildings, as well as for special cleaning necessitated by improper care of rooms or equipment. Students are jointly responsible for the care of public areas and equipment. "Public areas" are defined as those areas available for use by all students living on a wing, a floor or within a hall. Charges for damages to public spaces and equipment may be made to all students assigned to separate wings, floors or within entire halls as deemed appropriate by University Housing.
- G. Students are responsible for knowing and following University regulations and procedures as outlined in official University publications including the
- H. Student Code of Conduct and the University Housing Guide Booklet. The University reserves the right to make other rules and regulations that in its judgment may be necessary for the safety, care, and cleanliness of the premises and the preservation of order. The student agrees to abide by all additional rules and regulations that are adopted.
- I. The University, the Florida Board of Governors, the State of Florida, their officers, employees, representatives, and agents shall not be liable for injury or inconvenience to persons, for loss of or damage to personal property caused by the failure or interruption of utilities and amenities (i.e heating, air conditioning, water, electricity, telephone, cable TV service, high speed data access, and the like, or for power surges or water leaks). University has insurance under the Florida Department of Financial Services State Risk Management Trust Fund, which provides liability coverage up to the statutory limits solely for damages or injuries caused by the negligence of University or its employees while working within the scope of their employment. The resident is encouraged to carry Resident's health insurance and to review Resident's family's homeowner's insurance policy, if any, to determine the applicability of

- coverage for personal property in on-campus housing or to carry Resident's own renter's insurance. Resident will indemnify and hold harmless University, the Florida Board of Governors, the State of Florida, and their officers, employees, representatives and agents from and against any and all costs, losses, damages, injuries (including death) liabilities, expenses, claims, actions, causes of action, of whatever kind or nature, demands, and judgments, including court costs and attorneys' fees, that arise out of or are related to the use or occupancy of Resident's room or apartment by Resident, its guests or invitees. Except to the extent attributable to the gross negligence or intentional misconduct of University.
- J. Resident acknowledges that all main campus housing facilities are located in Florida, which has a climate conducive to the growth of mold and mildew, and that it is necessary to provide proper ventilation and humidification of rooms to retard or prevent the growth of mold and mildew. Resident agrees to be responsible for adequately ventilating and dehumidifying the room and the contents to retard and to avoid mold and mildew, and that the University shall not be liable for damage to the room or the personal property of the resident for damages caused by mold and mildew. Residents are responsible for knowing and following recommended procedures as outlined in the University Housing Guide Booklet related to mildew and mold prevention and removal.
 - K. Authorized University personnel may enter student rooms for a routine inspection, and maintenance and custodial purposes as outlined. The student's personal property is not subject to search without the express approval of the student except when a reasonable belief exists that the room is being used for a purpose which is illegal, or which would otherwise seriously interfere with discipline and/or personal safety, in violation of Housing policies or University Regulations 2.001 and 2.012
 - L. Room assignments may at any time be administratively changed, modified, canceled or terminated by the University in the interests of order, health, discipline, maximum utilization of facilities or disaster after notice to the student as is practical. Disregard for the rights, responsibilities, and duties of others, as well as the creation of circumstances which could jeopardize life, limb, or property, are conditions which are not acceptable in University Housing and may be cause for administrative termination of the Housing Agreement.
 - M. Students may NOT possess the following within the residence halls: weapons, explosives, dangerous articles, or other prohibited items noted in the University Housing Guide Booklet, the Student Code of Conduct, as well as by Florida Law.
 - N. Visitation -In-room visitation is permitted in all University Housing facilities.
 - O. In keeping with the policies of the University, all rooms are assigned without regard to race, creed, color, sex, religion, national origin, age, disability, veterans' or marital status, sexual orientation, gender identity, gender expression, or any other protected group status. However, University Housing makes the following provisions with regards to room assignments: students are assigned to spaces by gender; accommodations are made for students with disabilities, and married couples are not permitted to live together in University Housing facilities.
 - P. Sales (including, but not limited to, running a business out of a room) or any solicitation is not permitted in the residence halls.

- Q. All students who reside in the following residence halls are required to purchase a meal plan for the period of the housing Agreement during the Fall and Spring Semesters: Gibbs, Paddyfote, Sampson, Truth, Village East, Village West, and Young.

III. RATES, PAYMENTS, AND REFUND POLICY STATEMENT

A. RATES:

1. Residence hall room rates are outlined on the University Housing website. Room rates may be changed after 30 days' notice to the assignee in the event of unanticipated circumstances beyond the control of the University, including increased utility rates.
2. The Florida Prepaid Dormitory Plan benefit will pay the cost of a double-occupancy apartment or suite-style double room with shared bath. Students assigned to a higher-priced room are responsible for paying any cost differences, as well as any charges, prorations, or other costs according to the terms and conditions of the residence hall Agreement

B. PAYMENTS:

This Agreement creates a financial obligation for the academic year. Rent is charged and billed by semester. All Agreements require an advance payment to complete the housing application process for the initial semester of occupancy. If the student is under age 18, a parent/guardian signature is also required. All balance rent payments will be invoiced after a room assignment is made and are due and payable per University Regulation 3.009. Acceptable forms of payment are determined by the University Controller and can be found online at <http://www.famu.edu/index.cfm?studentaccounts&FeePayment>

C. REFUND POLICY — INITIAL SEMESTER:

If written notice of the decision not to be enrolled, including in online classes, at Florida Agricultural and Mechanical University is received in University Housing before the official residence hall opening date for a given semester, a refund of all fees paid will be made LESS:

1. Fall Semester

- \$200 if cancellation of enrollment is received by June 22
- \$300 if cancellation of enrollment is received June 23 through July 25
- \$350 if cancellation of enrollment is received July 26 through August 16
- \$500 August 17 through the first day of class
- Entire Semester's Rent after the first day of class

2. Spring Semester

- \$200 if cancellation of enrollment is received by November 1
- \$300 if cancellation of enrollment is received November 2- December 1
- \$350 if cancellation of enrollment is received December 2 -December 15
- \$500 if cancellation of enrollment is received December 16 through the first day of classes
- Entire Semester's Rent after the first day of class

3. Summer Sessions "A" and "C"

- \$200 if cancellation of enrollment is received by April 15
- \$350 if cancellation of enrollment is received April 16-May 1
- \$500 if cancellation of enrollment is received May 2 through the first day of class
- Entire Session's Rent after the first day of class

4. Summer Session "B"

- \$200 if cancellation of enrollment is received by May 15
- \$350 if cancellation of enrollment is received May 16-May 30
- \$500 if cancellation of enrollment is received June 1 through the first day of class
- Entire Session's Rent after the first day of class

D. REFUND/ASSESSMENT POLICY

If an Agreement termination request is approved by the Assistant Vice President for Student Affairs/Director of Housing, the following refund and adjustment policy are in effect.

- A. If the student is admitted, assigned housing and does not enroll at the University, the student is charged per the cancellation policy for that semester.
- B. ABSOLUTELY NO REFUND/ADJUSTMENT WILL BE AUTHORIZED AFTER FIVE WEEKS (37 CALENDAR DAYS) FROM THE OPENING DATE OF THE RESIDENCE HALL FOR ANY SEMESTER.
- C. If the student officially withdraws from the University, terminates the Housing Agreement and vacates the residence hall in five weeks (37 calendar days) or fewer after the opening date of the residence hall the following refund/adjustment will be authorized:
 - (1) 1 to 16 days - - - 80 percent refund/adjustment
 - (2) 17 to 23 days - - -60 percent refund/adjustment
 - (3) 24 to 30 days - - - 40 percent refund/adjustment
 - (4) 31 to 37 days - - - 20 percent refund/adjustment
- D. If space is not available, or the student is denied admission to the University, a FULL REFUND/ADJUSTMENT will be authorized.
- E. NO REFUND/ADJUSTMENT will be authorized if a student is suspended, expelled or forced to withdraw from the University or the Agreement is canceled for disciplinary or misconduct reasons that are violations of the Florida A&M University Student Code of Conduct. Students will be fee liable for the duration of the Agreement.

F. REFUND/ASSESSMENT POLICY — MEDICAL WITHDRAWALS:

Students that are granted a medical withdrawal from the University will be charged prorated rent for the semester they withdraw based on the date that they officially check out of their residence hall room or initiate the withdrawal, whichever comes later, and any other applicable charges.

- G. Charges must be disputed within one year of the assessed charge. All disputes must be submitted in writing to famuhousing@famu.edu. A written response will be provided within ten business days of receipt.

IV. AGREEMENT CANCELLATION OR RELEASE MAY BE APPROVED BY THE HOUSING OFFICE FOR THE STUDENT WHO:

- A. Decides not to enroll in the University.
- B. Withdraws from the University.
- C. Presents evidence of marriage.
- D. Graduated from a high school within 35 miles of the Tallahassee campus
- E. Is denied admission from the University.

Disability/Medical Accommodations

Documentation must be submitted for students for whom living in any of our housing facilities would cause significant challenges for the student due to their medical condition. These conditions would include disabilities or chronic medical conditions that substantially limit a significant life activity, which may inhibit a student's ability to live in any of our housing accommodation options.

University Housing has previously worked with students who met the following criteria:

- The student had documented disability or chronic medical condition. Examples of the conditions that we have worked with in the past are:
 - Physical — Spinal Cord Injury, Traumatic Brain Injury, Orthopedic disabilities
 - Medical — Diabetes, Crohn's Disease, Endocrine Disorders
 - Visual — Blindness or visual impairment
 - Hearing — Hard of Hearing or deafness
 - Temporary — Fractures, sprain or post-surgery (in these cases a temporary solution may be found to accommodate the student's condition until they can heal from injury)
- An appropriate, licensed medical professional has verified that the student's health. (They may not be a family friend or relative of the student.)

Process

1. The student should submit the **Housing Agreement** for the applicable term. In the Agreement, when asked if the student may need some special accommodation, the student should indicate, "YES."
2. Housing will provide notification via email to the student about how to submit the documentation. If the student is unsure of how they indicated their needs on the housing Agreement, they may email the University Housing Office famuhousing@famu.edu to request that their accommodation answer is updated so they can request information.
3. To gather documentation, students should have their physician provide the information outlined in the Center for Disability Access Resources (CeDAR), form titled — Request for Housing Accommodation. The student must complete the Request for Housing Accommodation, and submit it with the necessary documentation, as outlined on the form.
4. We also strongly encourage the student to register with CeDAR. Requests are evaluated on a case-by-case basis concerning sufficient documentation meeting university guidelines and addressing the impact of the disability supporting the need for housing accommodations.

Timeline

Submission of documentation within a reasonable time-frame is necessary and must be strictly adhered to. Once housing spaces are assigned to students, fewer reasonable accommodation options may be available. As a result, registration and documentation submission should be completed as early as possible, but no later than the following dates:

- Summer A/B — April 1
- Summer C — May 1
- Fall —
 - Returning residents — February 1
 - New to Housing — June 1
- Spring — December 1

Failure to meet the timeframes noted above significantly decreases our chances of being able to provide accommodation.

Available Accommodations

- Mobility Impairment — Most of our residence halls have wheelchair accessible rooms which include roll-in showers.
- Deaf or Hard of Hearing — Rooms in any of our facilities can be equipped with fire alarm flashers.

- Service animals. Service animals are not required to register with the Center for Disability Access and Resource Center (CeDAR). However, students requesting the use of a service animal on campus must follow the following guidelines:
 - The student must notify University Housing in writing at least 30 days before the move-in date that service animal is coming with the student.
 - The service animal must be trained appropriately.
 - The student is responsible for the dog's care including grooming and clean-up.
- Assistance/Emotional Support Animals- Documentation of the need for an emotional support animal should include a signed letter, on professional letterhead, from the person's physical or mental healthcare provider or licensed therapist. The provider or therapist should be familiar with the professional literature concerning the assistive and/or therapeutic benefits of Emotional Support Animals for people with disabilities. At a minimum, the letter should include the following items :
 - The provider's diagnosis of a person's condition.
 - A clear description of the current impact and functional limitations resulting from the disability.
 - The provider's confirmation that the Emotional Support Animal has been prescribed for treatment purposes and is necessary to help alleviate symptoms associated with the person's condition and/or to improve the personal use and enjoy university housing services.
 - The provider's description of the service(s) that the animal will provide.
 - Any additional rationale or statement the University may reasonably need to understand the basis for the professional opinion
- CeDAR staff will review documentation and, if CeDAR staff determines that a qualifying disability exists, CeDAR staff will arrange a meeting with a University Housing representative and the person requesting that an Emotional Support Animal is housed in university housing.

Accommodations are provided on a case by case basis. For more information, please contact the Center for Disability Access Resources (CeDAR) at 850-599-3180.

Limitations

We are unable to:

- Provide dust, allergen, mold, or mildew-free accommodation
- Provide a separate low distraction living environment accommodation based solely on a diagnosis of ADHD or a learning disability
- Assignor move a preferred roommate along with student for which special accommodations are being offered unless the roommate would otherwise be eligible for space
- Assign a student to a particular building or space based on proximity to classes or academic buildings
- Provide a different bed (however, we can remove the existing bed in the room if deemed medically-necessary so that student can bring their own)
- Accept documentation which names a specific building in which accommodation must or cannot be provided

- Offer housing space to a student that is on our waiting list based on a disability or physical condition

Other FAMU Offices that Provide Services

- Center for Disability Access Resources (CeDAR).— provides numerous services to students with physical, learning, sensory or psychological disabilities including coordination of academic accommodations and transportation via the FAMU Accessible Van
- Counseling Center Services — provides counseling and consultation services to help students confront personal/academic/career concerns and psychological health
- Student Health Services — provides comprehensive physical health services through accessible care
- Transportation and Parking Services — provides disabled parking permits

V. PHOTO RELEASE: The Resident grants to University permission to: record Resident's participation and appearance on videotape, audiotape, film, photograph or any other medium; use Resident'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 name or to publish, to market and to assign without consideration, compensation or report to Resident.

STATEMENT OF AGREEMENT: By signing this document, the student acknowledges that they understand, and must remain compliant with, the policies and regulations stated in this Agreement. Failure to adhere to policies and regulations may result in disciplinary sanctioning, including eviction, and/or action taken by the Office of the Dean of Students. Failure to comply with the written instructions from University Housing, the Office of the Dean of Students, or the reasonable directives of University officials acting in the performance of their duties may be deemed a violation of University Housing rules and regulations. This Agreement is not a lease and is not governed by the Florida Residential Landlord Tenant Act. University Housing is located on land owned by the State of Florida.

INTERPRETATION: Interpretations of regulations, rules, and policies outlined in the Agreement shall be decided by the Housing Director unless otherwise stated herein, or in applicable University policies and/or regulations and such interpretations shall be final and binding on Resident.