



FLORIDA A&M UNIVERSITY UNIVERSITY HOUSING

"We are Housing!"

2022-2023 FAMU Student Housing Agreement

Terms, Conditions, and Responsibilities

I. OVERVIEW/BACKGROUND: The FAMU Student Housing Agreement establishes the terms, conditions, and responsibilities between Florida A&M University and each student living in University Housing facilities as follows:

1. FAMU Student Housing Agreement ("Agreement"): The Student Housing Agreement is a financially and legally binding agreement between the Florida A&M University Board of Trustees, a public body corporate, and a prospective or enrolled student who is and intends to remain enrolled at FAMU. All freshmen (First Time-In-College Students) and/or students with fewer than thirty (30) credit hours graduating from a high school more than thirty-five (35) miles from campus are required to live in University-owned or operated residential facilities. This agreement is for the use of space and all terms including length of agreement, cancellation terms and other terms set forth herein will be enforced. Any alterations by the student to the terms contained in the agreement will neither be honored nor deemed valid without specific written approval from the University. By signing the Agreement, electronically or otherwise, the student is acknowledging notice of all of the Student Housing Agreement terms.

II. TERMS OF AGREEMENT:

1. Definitions

Application: The form that is completed that contains preferences for roommates, and/or room/building type.

Advance Payment: A \$200 non-refundable fee that is assessed to a student account upon submission of an application.

Cancellation: The act of requesting to end the agreement and the assignment. Fees may apply.

Consideration: The student's consideration is the payment made by the student in the form of advance payment or rent. The University's consideration is the processing of the application for room assignment. Either party may cancel the agreement before assignment of housing as set forth in Section IV. below.

Agreement: A binding agreement between the student and the University.

Department: The Office of University Housing, the Director of University Housing, or the designee.

First Time in College Student: A new student enrolled in FAMU as a freshman or a student with fewer than thirty (30) credit hours.

Residence Halls: Formally known as "dorms". All traditional, suite, and apartment style halls unless otherwise specified.

Selection: The student's choice or the Department's assignment of a specific room.

Spring Admit: Any student admitted into FAMU in the Spring semester.

Student: Any person admitted, enrolled or registered for study at the University.

Summer Admit: Any student admitted for the Summer Semester.

Space: A bed in a traditional, suite, or apartment in University owned or operated residential buildings.

Transfer Student: A transfer student is any student who has attended a college or university and earned twelve (12) or more semester hours (except as high school dual enrolled students).

2. Eligibility Requirement for Housing:

a. All freshmen (First Time-In-College Students) and/or students with fewer than thirty (30) credit hours graduating from a high school more than thirty-five (35) miles from campus are required to live in university-owned or operated residential facilities.

b. Students who have been admitted to the University are eligible to apply for university housing. To be considered for housing, the student must submit the application and advance payment which is effectively an agreement between the student and the University.

c. Student must remain enrolled in University courses during each semester covered by the Term of this Agreement. Should Student fail to meet this enrollment requirement, the University may cancel this Agreement and require Student to vacate his/her assigned Space in accordance with applicable laws and University policies, regulations, or procedures.

d. Department Assignment Preconditions:

i. Vaccination Requirement: Students must submit appropriate vaccination information and forms to FAMU Student Health Services to reside in University Housing. Failure of the student to submit the required vaccination/immunization record will result in cancellation of the agreement and University Housing will not refund the advance payment.

ii. Availability for Housing: The Office of University Housing may cancel the agreement for housing if a room is not available or appropriate for assignment to the student.

3. Advance Payment: Upon submission of the application, a \$200 non-refundable advance payment fee will be assessed to the student account. The student must provide payment using the University's payment process.

4. Effective Date: This Agreement shall become effective upon the University receiving both the housing application and the required advance payment by one of the two methods specified in Section II (3). Once the agreement becomes effective, the Department will initiate the housing assignment process.

5. Inability to perform: If the University is unable to assign a student a space due to:

a. The student's failure to meet the assignment prerequisites; the Agreement will be considered cancelled by the student without refund of the non-refundable advance payment.

b. The University's inability to identify an available or suitable space; the Agreement will be considered cancelled and the Department will refund the advance payment.

6. Length of Agreement: The agreement dates covered by these terms, conditions, and responsibilities are the Fall 2022 through Spring 2023 terms. The dates for each semester are available on the University's website at famu.edu/housing. Occupancy during break periods is limited to specific locations and may incur an additional charge.

a. If the Student is officially released from the Agreement for a given semester and then re-enrolls 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 Department in writing so that a room may be reassigned to the Student.

7. Occupancy Status: Occupancy occurs when a student officially receives the keys to the room and signs the corresponding key-card or is officially checked in by university personnel via the student housing software. If either condition exists, then the room is considered officially occupied. Occupancy will remain in effect until the same procedure is followed to check-out of the space. Re-moving personal belongings and vacating the assigned space without completing the check-out portion of the Room Condition Form and Key Card Form will be considered an improper check-out and the student will be financially responsible for the terms of the agreement and associated fees.

8. Occupancy Requirements: Residence Hall space may be occupied only by the student with whom this agreement is made. The agreement may not be assigned, and residence hall space may not be sublet, rented to, or otherwise shared with or another person.

a. **Guest Limitations:** Students are responsible for the actions and any damages incurred by their guests.

9. Utilities: The University is not liable for interruption or failure of utilities such as heating, air conditioning, water, electricity, cable television, internet, etc.

10. University Entry Rights: Authorized University personnel may enter Student's Space without the Student's permission for maintenance/housekeeping purposes and for fire/safety inspections. When authorized University personnel have reasonable belief that a violation of a University policy, procedure or violation of any local, state, or federal law, regulation, or ordinance is in progress, or in the event of an emergency, such personnel may enter Student's Space without notice to Student.

11. Condition of Space: 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 Department.

12. Specific Space Requirements: At no time does the University guarantee assignment to a specific complex, building, room, roommate, room type, or room occupancy (single, double, or triple).

13. Priority for Assignments: Priority for assignments will be granted according to the following hierarchy, provided all Admissions and Orientation deadlines are met:

a. For individuals who sign an Agreement 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.

b. For returning individuals (e.g., students who lived in University Housing during the Spring 2022 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.

c. For individuals who did not live in University Housing but were matriculated and enrolled during the Spring 2023 semester, housing will be offered on a space-available basis no earlier than March 1, 2023.

d. Should an individual receive a space assignment and then fail to claim that space assignment by the first day of class for the semester, the space assignment will be forfeited and the full rental obligation for the Agreement term will be assessed against Student's account. Should Student 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.

e. 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.

14. Space Not Transferable: Student's assigned Space may be inhabited ONLY by the Student, and such Space is not transferable or assignable without the Department's prior written approval. Spaces may not be sublet, rented or otherwise shared with or to another person(s). Appropriate monetary charges, as determined by the Department, will be assessed, and/or disciplinary action will be taken, against violators of the provisions in this paragraph.

15. Room Consolidation: The University reserves the right of room consolidation, change the room's gender designation, occupancy designation, or change in the assignment either in advance of check-in or after the start of the term. If one of the occupants of a double occupancy room moves out, another occupant will be assigned to that room by the Department. If no such assignment can be made, upon notification by the Department, the remaining occupant will exercise one of the following options:

a. Be reassigned to a double occupancy room chosen by the Department.

b. Be reassigned to single occupancy, if available, and pay the single occupancy rate.

16. Meal Plan Requirement: All students residing in traditional and suite-style residential facilities are required to purchase a meal plan for the term of the Agreement. Students residing in apartment-style residential facilities are not required to purchase a meal plan. More information on meal plan options can be found at www.metzfamu.com.

17. Disabilities and Facilities: All the facilities are available for students with disabilities and other medical considerations in on-campus housing. Students requesting reasonable accommodations for housing based on a disability or a medical condition should indicate "YES" when prompted during the application process. Students must complete the Center for Disability Access and Resources (CeDAR) form - Request for Housing Accommodation and submit the required documentation from their physician, as outlined on the form. Submission of documentation within a reasonable timeframe is necessary and must be strictly adhered to. Once spaces are assigned to students, fewer reasonable accommodation options may be available. Request for accommodations should be completed as early as possible and no later than the following dates:

Summer A/B: April 1

Summer C: May 1

Fall: Returning students - 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 accommodations.

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:

a. The student must notify University Housing in writing at least 30 days before the move-in date that a service animal is coming with the student.

b. The service animal must be trained appropriately.

c. The student is responsible for the animal'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:

a. The provider's diagnosis of a person's condition.

b. A clear description of the current impact and functional limitations resulting from the disability.

c. 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

d. The provider's description of the service(s) that the animal will provide.

e. 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.

a. 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: The University is unable to provide any of the following:

- a. Dust, allergen, mold, or mildew-free accommodation;
- b. Separate low distraction living environment accommodation based solely on a diagnosis of ADHD or a learning disability;
- c. Assign or move a preferred roommate along with student for which special accommodations are being offered unless the roommate would otherwise be eligible for space;
- d. Assign a student to a particular building or space based on proximity to classes or academic buildings;
- e. 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);
- f. Accept documentation which names a specific building in which accommodation must or cannot be provided;
- g. Offer housing space to a student who is on our waiting list based on a disability or physical condition

18. Transfer/Reassignment: The student may, after written approval from the Department, move to another residence hall space.

a. No unapproved transfers: The student shall not be permitted to transfer to another housing space without the approval of the Department. If the student does occupy another housing space without the approval of the Department, they will be responsible for the rental fees of both the room they moved to and the room they are assigned.

19. Common Spaces: The University reserves the right to determine the need for and the use of all lounges and other common or public areas in and around the Residence Halls. Living unit lounges may be converted and assigned as residence hall space when deemed necessary by the University.

20. Damage Liability: 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.

a. Student 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. Student 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. Students are responsible for knowing and following recommended procedures as outlined in the University Housing Guide Booklet related to mildew and mold prevention and removal.

21. University Modification of Rules: The University reserves the right to make additional and/or modify existing policies, procedures, rules and regulations. The University agrees to make every reasonable effort to inform resident students of any regulation changes or pertinent policy information.

22. University Discretion: The University may cancel this Agreement or change Student's Space assignment in the interest of order, discipline, health, safety, security, maximum utilization of Department facilities and resources, and/or educational delivery, or for the Student's failure to pay rent or charges in a timely manner.

23. Adherence to FAMU Restrictions and Compliance with FAMU Regulations: Students are prohibited from inviting or hosting a person in their room, residence hall, or on campus when the student knows that that person has been barred from campus by the University Police or other University official. Any student or person who knowingly violates this section may be subject to all applicable University, Civil and criminal penalties.

24. Correspondence: Correspondence from Office of University Housing including rent bills, notices of other charges, credits, and other materials will be emailed to students at their official University email account.

III. RATES AND PAYMENT OPTIONS:

The University offers two types of Payment Options for housing fees; semester payments or through Financial Aid if aid (not including work study) is sufficient to cover your expenses.

1. Rates: Rates are listed on the posted Rate Schedule, are by reference made a part hereof, and are subject to change following approval by the Florida A&M University Board of Trustees.

The non-refundable \$200 advance payment is due with the agreement when submitted and is in addition to the published rates. Students receiving Financial Aid will have any outstanding housing charges deducted from their aid prior to receiving a reimbursement check regardless of their payment option. This Agreement is separate from and not contingent upon financial aid or scholarship award notification.

2. Student's Payment Obligation: Student acknowledges that different Department facilities have different rental rates. The amount of rent Student will be obligated to pay will depend on the Space assigned to Student, and Student's rental amounts will not be known until such assignment is made. A rate schedule reflecting the current rental rates associated with the housing facilities is available at www.famu.edu/housing which schedule is incorporated herein by reference.

The rates set forth in the schedule are subject to change after 30 days' notice to Student in the event of unanticipated circumstances beyond the control of the University, including increased utility rates. Student acknowledges that he/she will be bound by this Agreement so long as any increase in the rental rate associated with Student's assigned Space prior to Student's occupancy is in accordance with this Agreement.

3. The Florida Prepaid Dormitory Plan: 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, proration, or other costs according to the terms and conditions of this Agreement.

4. Unpaid Charges: Any unpaid rent, cancellation, or other charges accruing under this Agreement may be applied to Student's University account and may result in a hold being placed on Student's record and/or academic transcripts.

5. Fees: The methods of payment are listed below:

a. Payments Online: Online payments, via credit card or e-check, for housing may be completed via the FAMU payment gateway available www.famu.edu/iSplash.cfm. Online payments made via the iRattler payment link will be processed by Student Financial Services.

b. Payments by Check: Housing payments by cashier's check/money order may be mailed to the Office of University Housing at: Office of University Housing

1735 Wahnish Way, Suite 305, Tallahassee, Florida

32307

IV. CANCELLATION: Cancellation requests must be submitted in writing to the following link: <https://bit.ly/2UPN3fb>. The cancellation deadlines are listed below and apply regardless of the date on which this contract is received/accepted by Florida A&M University.

1. If the Student's contract begins Fall 2022 then the contract term is through Spring 2023 (if the Student is enrolled for the Spring 2023):

- a. Students who are not enrolled or will not be attending classes at FAMU and request an agreement cancellation in writing no later than July 31, 2022, will be assessed a \$300 Cancellation Fee.
- b. Students who are not enrolled or will not be attending classes at FAMU and request an Agreement cancellation in writing after August 1, 2022 will be assessed a \$500 Cancellation Fee.
- c. Contract cancellations requested in writing for the Fall 2022/Spring 2023 semesters, received after the published University Fee payment deadline for Fall 2022, for reasons listed below, may be approved. However, such students shall be responsible for prorated rent through the date the key is returned and checkout procedures are completed plus a \$500 Cancellation Fee, except as noted in the section below.

d. Permitted Reasons for Contract Release with prorated rent (as applicable) and cancellation fee:

Students who are not enrolled in classes or will not be attending classes for the Fall semester.

- Students who withdraw from the University.
- Students who present evidence of marriage.
- Students who are enrolled in an internship.
- Students who are released from the Contract by the University Housing Director or their designee

e. Permitted Reasons for Contract Release with prorated rent (as applicable) and no Cancellation Fee:

Students who are graduating in the Fall semester (December Graduates).

- One-term international students.
- FAMU students participating in an exchange program.
- Students who are denied admission to the University.
- Students called to active duty/training (must provide military orders).
- Students who are academically suspended from the University.
- Students who medically withdraw from the University.

If the Student's contract begins Spring 2023, then the contract is through Spring 2023.

- f. Students who are not enrolled or will not be attending classes at FAMU and request an Agreement cancellation in writing no later than July 31, 2022, will be assessed a \$300 Cancellation Fee.
- g. Students who are not enrolled or will not be attending classes at FAMU and request an Agreement cancellation in writing after August 1, 2022 will be assessed a \$500 Cancellation Fee.
- h. Contract cancellations requested in writing for the Fall 2022/Spring 2023 semesters, received after the published University Fee payment deadline for Fall 2022, for reasons listed below, may be approved. However, such students shall be responsible for prorated rent through the date the key is returned and checkout procedures are completed plus a \$500 Cancellation Fee, except as noted in the section below.

i. Permitted Reasons for Contract Release with prorated rent (as applicable) and cancellation fee:

Students who are not enrolled in classes or will not be attending classes for the Fall semester.

- Students who withdraw from the University.
- Students who present evidence of marriage.
- Students who are enrolled in an internship.
- Students who are released from the Contract by the University Housing Director or their designee.

2. If the Student's Contract Begins Summer 2023:

- a. The Contract Cancellation deadline for Summer Sessions A and C is April 15. The Contract Cancellation deadline for Summer Part of Term C is April 30. Cancellation requests must be submitted in writing to University Housing Main Office. Cancellation deadlines listed apply regardless of the date on which this contract is received/accepted by FAMU. A Request for Cancellation received after these respective deadlines, (should the request be approved) are assessed a Cancellation Fee as noted in the table below.

b. Permitted Reasons for Contract Release with prorated rent (as applicable) and cancellation fee:

- Students who are not enrolled in at least one summer term class or who will not be attending classes at FAMU.
- Students who withdraw from the University.
- Students who present evidence of marriage.
- Students who are denied admission to the University.
- Students who are enrolled in an internship outside of Leon County.
- Students who are released from the Contract by the University Housing Director or their designee.
- Students called active duty/training (must provide military orders).
- Students who are academically suspended from the University.
- Students who medically withdraw from the University.

FALL CANCELLATION FEES AND TIMELINE

DEADLINE DATES	STUDENT'S CANCELLATION FEE	BALANCE DUE
ON/BEFORE JUNE 30	\$200	\$0
JULY 1- July 31	\$300	THE ENTIRE SEMESTER RENT
AUGUST 1 - FIRST DAY OF SCHOOL AFTER THE FIRST DAY OF CLASSES	\$500	

SPRING CANCELLATION FEES AND TIMELINE for students whose contracts start in Spring 2023

DEADLINE DATES	STUDENT'S CANCELLATION FEE	BALANCE DUE
ON/BEFORE NOVEMBER 30	\$300	\$0BASED ON ROOM ASSIGNMENT
DECEMBER 1FIRSTDAYOFCLASSES	\$300	
AFTER THE FIRST DAY OF CLASSES	\$500	

SUMMER CANCELLATION FEES AND TIMELINE {SESSIONS "A" &"C"}

DEADLINE DATES	STUDENT'S CANCELLATION FEE	BALANCE DUE
ON/BEFORE APRIL 15	\$200	\$0
APRIL 16 – April 30	\$350	\$150
MAY 1-FIRSTDAYOFCLASSES	\$500	\$300
AFTER FIRST DAYOFCLASSES	ENTIRE SEMESTER RENT	BASED ON ROOM ASSIGNMENT

SUMMER CANCELLATION FEES AND TIMELINE {SESSION "B"}

DEADLINE DATES	STUDENT'S CANCELLATION FEE	BALANCE DUE
ON/BEFORE April 30	\$0	\$0
MAY 1- MAY 30	\$350	\$150
JUNE 1-FIRSTDAYOFCLASSES	\$500	\$300
AFTERFIRSTDAYOFCLASSES	ENTIRESEMESTER RENT	BASED ON ROOMASSIGNMENT

releases Student from this Agreement, Student will remain subject to any applicable charges or fees as determined by the University, including, but not limited to, a cancellation fee.

COVID-19 and University Housing. Florida A&M University (FAMU) holds as paramount the health, safety, and welfare of every member of its community. Although FAMU has put in place preventative measures to reduce the spread of COVID-19, FAMU cannot guarantee that a student will not become exposed to or infected with COVID-19 while living in on-campus facilities. Further, living on campus could elevate the risk of contracting any contagious illness simply due to the community and residential living model. Every member of our community, including students, must do their part to minimize exposure. This means adhering to national, state, local health guidelines and requirements, and all measures FAMU deems safe and appropriate for its campus. Each resident understands and accepts that by returning to a physical campus of FAMU and living in the residence halls, there is a risk of being exposed to or contracting COVID-19.

Health and Safety. We expect that all members of the FAMU Housing community—residents, staff and visitors—act in a manner that demonstrates respect and consideration for those around them, including respect and consideration for the health and safety of all community members. All residential students are prohibited from creating a health or safety hazard within FAMU Housing and FAMU may request or require a resident to leave FAMU Housing if their continued presence in the housing community poses a health or safety risk for community members. Residential students are required to comply with health and safety laws, orders, ordinances, regulations and health and safety guidance adopted by FAMU or FAMU Housing as it relates to public health crises, including COVID-19. These may include COVID-19 diagnostic and surveillance testing (including before or upon arrival to campus) and reporting, contact tracing, disinfection protocols, limitations on guests into residence halls, curfews and quarantine / isolation requirements (including before or upon arrival to campus). Adherence to health and safety requirements applies to all residents, staff and visitors and extends to all aspects of housing, including bedrooms, bathrooms, community kitchens, lounges, computer rooms, courtyards and other common spaces. You agree to do all of this not only for yourself, but also for the safety of others, and because this is consistent with FAMU's commitment to Excellence with Caring.

Additional terms, conditions and responsibilities for the 2022-2023 FAMU Housing Agreement:

- Student acknowledges the inherent elevated risk associated with living in a community environment and the student's shared obligation to prioritize health and safety for the benefit of the entire campus community.
- Student acknowledges that they have considered their own personal health status and any increased risk factors when deciding to choose to live on campus.
- Student agrees to abide by University safety policies, procedures, and directives intended to minimize risk of exposure to COVID-19.
- Student agrees to appropriately wear facial coverings, when required by the University, when indoors and on-campus, including residence halls, unless eating/drinking or when alone in individual residence hall rooms.
- Student agrees that as a condition of living on campus to provide any requested documentation of their COVID-19 status to University Student Health Services or take a COVID-19 test as requested upon arrival or shortly thereafter, and at other times at the University's request.
- Student acknowledges and agrees that if they have been in contact with someone with COVID-19 and/or tests positive for COVID-19, they will need to inform University Housing and Student Health Services immediately and quarantine/isolate in accordance to CDC and local health department protocols. University Housing, in consultation with Student Health Services, may request or require a resident to move temporarily into areas designated for quarantine/isolation to mitigate health or safety risks for the community. If that occurs, and based on facility availability, the University may provide facilities suitable for such quarantine/isolation during the required period. Quarantine/isolation does not constitute cancellation of the housing contract. Students must receive clearance to return from FAMU Student Health Services before returning to their assigned residence hall room.
- Student acknowledges the building or room assignment may be changed prior to arrival or at any time during the term of the Contract as is deemed necessary for health and welfare of residents.
- Student acknowledges that student-initiated room change requests may be restricted or limited after occupancy.
- Student acknowledges that cleaning and sanitizing the room, bath and other areas in the unit is the responsibility of the residents living in the suite / apartment. The students will be responsible for providing their own cleaning products and tools to maintain a clean environment within the unit.
- Student agrees to follow all guidelines for social distancing policies including restrictions on congregating in residence hall rooms and common areas such as lounges.
- Student acknowledges that some amenities and services may be restricted for safety, including but not limited to common kitchens/appliances, and lounge spaces.
- Student understands that guest policies have changed (See the Residence Life Guidelines for more explanation on the guest policy for 2022-23.)
- The University reserves the right to make additional and/or to modify existing policies, procedures and regulations as the COVID-19 conditions continue to evolve. The University agrees to make every reasonable effort to inform resident students of any regulation changes or pertinent policy information, and the student is also responsible to check appropriate sites to remain informed about such changes.
- FAMU and University Housing reserve the right to terminate housing contracts due to public health emergency needs.
- In the event that the University closes the student's residence hall due to causes beyond the University's reasonable control, including but not limited to epidemics, pandemics, war, embargoes, fire, earthquakes, acts of God, actions or inactions of governmental or University authorities, forced closure of facilities, hurricanes, and other serious weather events, such action shall not be considered a default, delay or failure to perform by FAMU and the student shall not be entitled to a contract cancellation, release, or any refund of any housing fees or payment or any other contract damages.

V. GENERAL PROVISIONS:

- 1. University Interpretation Controls:** University shall make the final interpretation of, or determination under, all provisions of this Agreement, as well as any related University Policies.
- 2. University Not Liable:** The University is not liable for loss of or damage to Student's personal property kept in Student's assigned Space or on or about any of Department's facilities.
- 3. Modifications:** This Agreement may not be modified or amended, except by a further written instrument executed by both University and Student.
- 4. No Waiver:** Any failure by either party hereto to exercise any of its rights hereunder shall not be construed as a waiver of such rights, nor shall any such failure preclude exercise of such rights at a later time.
- 5. Severability:** Whenever possible, each part of this Agreement shall be interpreted in such a manner as to be valid under the applicable law. However, if it shall be found that any part of this Agreement is illegal and unenforceable, such part or parts shall be of no force and effect to the extent of such illegality or unenforceability, without invalidating the legal and enforceable remainder of such part or parts or any other part of this Agreement.
- 6. Assignment:** This Agreement shall not be assigned by either University or Student without the express written consent of the other party, which consent may be given in each party's sole discretion.
- 7. Headings:** Section headings used in this Agreement are for convenience only and are not to be construed as part of this Agreement.
- 8. Construction:** This Agreement shall not be construed more strongly against any party, regardless of who is responsible for its preparation.
- 9. Public Records:** This Agreement is subject to the Public Records Law of the State of Florida, Chapter 119, Florida Statutes.
- 10. Governing Law; Venue:** This Agreement and all transactions governed by this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to principles of conflicts of laws. In the event of any legal or equitable action arising under this Agreement, the parties agree that the jurisdiction and venue of such action shall lie exclusively within the courts of record of the State of Florida located in Leon County, Florida, and the parties specifically waive any other jurisdiction and venue.
- 11. Sovereign Immunity:** Nothing contained herein shall be construed or interpreted as (a) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (b) the consent of University or the State of Florida or their agents and agencies to be sued; or (c) a waiver of either University's or the State of Florida's sovereign immunity beyond the limited waiver provided in section 768.28, Florida Statutes.
- 12. Merger:** This Agreement is the complete, entire, final, and exclusive statement of the terms and conditions of the agreement between the parties as of the Effective Date, but subject to any addendum or amendment entered into between University and Student subsequent to the Effective Date (including an addendum pertaining to the Towers, if applicable). This Agreement supersedes, and the terms of this Agreement govern, any prior collateral agreements, whether written or oral, between the parties with respect to the subject matter hereof.
- 13. Time of the Essence:** Time is of the essence of this Agreement.
- 14. Electronic Signature; Counterparts:** This Agreement may be executed by electronic signature in accordance with Florida law, and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

The Florida A&M University is an equal opportunity institution and, as such, assigns residence hall space to qualified enrolled students without regard to race, color, marital status, religion, national origin, disability, age, Vietnam Era or disabled veterans' status, sexual orientation, as provided by law and in accordance with the University's respect for personal dignity.