

**Florida International University (FIU) Housing and Residential Life
Fall 2020 and Spring 2021 Housing Agreement (the "Agreement")
Terms and Conditions
College of Law**

CAMPUS RESIDENCY IS NOT REQUIRED NOR GUARANTEED TO FLORIDA INTERNATIONAL UNIVERSITY STUDENTS. THEREFORE, IT IS IMPORTANT FOR STUDENTS TO SUBMIT HOUSING AGREEMENTS EARLY. NO STUDENT IS GUARANTEED ON-CAMPUS HOUSING.

IT IS THE STUDENT'S RESPONSIBILITY TO REVIEW HIS/HER HOUSING NEEDS AND FINANCIAL RESOURCES BEFORE SIGNING THE AGREEMENT. THESE TERMS AND CONDITIONS ARE INCORPORATED IN AND MADE A PART OF THE AGREEMENT. ALL REFERENCES TO THE AGREEMENT HEREIN SHALL INCLUDE THESE TERMS AND CONDITIONS. THE AGREEMENT, INCLUSIVE OF THESE TERMS AND CONDITIONS, OBLIGATES THE STUDENT TO PAY ALL ON-CAMPUS HOUSING FEES. BY SIGNING THE AGREEMENT, THE STUDENT ACKNOWLEDGES THAT HE/SHE HAS READ ITS TERMS AND CONDITIONS AND AGREES TO ABIDE AND BE LEGALLY BOUND BY THEM.

THE AGREEMENT COVERS ON-CAMPUS HOUSING LOCATED ON THE MODESTO MAIDIQUE CAMPUS. IT DOES NOT COVER HOUSING ON ANY OTHER CAMPUS OR OFF-CAMPUS HOUSING. THERE IS NO RECIPROCITY BETWEEN THE AGREEMENT AND THE BAYVIEW HOUSING LEASE LOCATED ON THE FIU BISCAYNE BAY CAMPUS. SIGNING A LEASE WITH BAYVIEW OR OFF-CAMPUS HOUSING DOES NOT INVALIDATE THE AGREEMENT.

THE STUDENT SHOULD PRINT A COPY OF THE AGREEMENT AND ITS TERMS AND CONDITIONS FOR HIS/HER RECORDS. THE STUDENT SHALL NOT BE RELEASED FROM THE AGREEMENT DUE TO LACK OF FINANCIAL RESOURCES, DIETARY NEEDS, NON-EMERGENCY MEDICAL NEEDS, OR DISSATISFACTION WITH THE ROOM AND/OR ROOMMATE ASSIGNMENT.

- 1. ELIGIBILITY:** A person must be enrolled as a degree-seeking student to be eligible for on-campus housing. Notwithstanding the foregoing, the Senior Director of Housing and Residential Life or designee, in his sole and absolute discretion, may permit a student enrolled in continuing education, dual degree programs, or other special circumstances to be eligible for on-campus housing. No student is guaranteed on-campus housing. First-year students and current undergraduate residents enrolled in classes have priority in receiving a room assignment. Students who have or previously had delinquent payment accounts may not be offered on-campus housing, as determined by FIU Housing in its sole and absolute discretion. Registered sex offenders and predators are prohibited from living in on campus-housing.
- 2. TERM OF THE AGREEMENT:** This Agreement is for the Fall 2020 and Spring 2021 semesters during the 2020-2021 academic year, or any portion of the fall and/or spring semester(s) remaining when this Agreement is signed. The academic year is based on the FIU 2020-2021 College of Law academic calendar located at onestop.fiu.edu. The student will be assessed all housing fees for the entire term if the student enrolls but does not occupy the assigned space and has not canceled this Agreement pursuant to and subject to the terms hereof. As provided above, the student shall not be released from this Agreement due to lack of financial resources, dietary needs, non-emergency medical needs, or dissatisfaction with the room and/or roommate(s) assignment. Any release of a student from the Agreement shall be at the sole and absolute discretion of the Senior Director of Housing and Residential Life or his designee.
- 3. OFFICIAL MEANS OF COMMUNICATION TO STUDENT:** FIU Housing and Residential Life will communicate with the student at the email address appearing in myFIU until the student establishes the required FIU PantherMail account.

It is the student's responsibility to activate his/her FIU PantherMail account when he/she receives his/her Panther ID. Emails will be sent to the FIU PantherMail address. It is the student's responsibility to check his/her FIU PantherMail account for official communications. In an effort to provide additional outreach to the student, other methods of communication may be used, such as automated calls, text messaging, and private email addresses. These outreach efforts will use the student's telephone number and personal email address listed in myFIU. FIU Housing is not responsible for any additional charges incurred from the communications service provider. Notwithstanding the foregoing, the student's FIU PantherMail address will continue to be the official method of communication.

4. HOUSING RENTAL FEES: The student will be responsible for the housing rental fee once notified of being assigned to a space via the student's FIU PantherMail account. The rental rates fee schedule for the 2020-2021 College of Law academic year is located at housing.fiu.edu and is incorporated herein by reference. The rental rates and other fees for the 2020-2021 academic year displayed at the foregoing website are estimates and therefore subject to change. The housing rental fee is based on the assigned space and will be adjusted if the student is transferred to another space with a higher or lower rental rate.

5. PAYMENT OF FEES: The student shall promptly pay all fees when assessed. **It is the student's responsibility to routinely check his/her balances on his/her myFIU student account to determine outstanding balances.** Housing and dining plan fees, if applicable, will be assessed per semester. FIU Housing payments are processed by Student Financials. Accepted methods of payment are checks, certified checks, money orders, wire transfer, peerTransfer (International Students, fiu.peertransfer.com) and traveler's checks drawn on a United States bank with sufficient funds. Credit cards or electronic check can only be used to pay charges on the student's myFIU account.

A. Fees must be paid by the due date listed at housing.fiu.edu. 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) Denial of housing services;
- 2) Loss of space;
- 3) Inability to register for classes;
- 4) Withholding of FIU records or diploma; and/or
- 5) Turning the account over for collection.

B. A late fee of \$100.00 may be assessed for any payment which is not received by the due date.

C. Deferment of fees may be granted, provided the student is eligible for financial aid and presents the official notification of financial aid award reflecting one or more of the following in an amount sufficient to pay for tuition, fees, and housing:

- 1) Pell Grant;
- 2) Supplemental Educational Opportunity Grant;
- 3) FIU Grant/Scholarship;
- 4) Stafford Loan; and/or
- 5) Florida Prepaid College Program.

Deferment requests are subject to approval by the Associate Director of Housing or designee. Deferment amounts are estimated based on the financial information provided by the student. Changes in tuition cost and funding will affect deferral status and/or amounts owed. The student is ultimately responsible for providing the most accurate and up-to-date financial information and for any fees owed.

D. Payment Plans are available upon request through Housing Financial Services, which is located in Everglades Hall, Room 124. Housing payment plans offer resident students an equal three-part installment option to pay their fees. Students must ensure that payments for on campus housing are allocated to Housing. Housing and Tuition have separate payment plans and they are paid separately through the myFIU Student Financials portal.

More information concerning paying for student housing can be found at <https://studentaffairs.fiu.edu/campus-services/housing-and-residential-life/costs/index.php>.

- E. If a student fails to pay by the due date, any or all of the actions referenced under 5A. above may be taken by FIU notwithstanding the fact that the student shall remain financially obligated for all housing fees.
- F. If FIU is forced to turn the account to collections, the student shall be responsible for all additional costs of collections, including, but not limited to, all attorneys' fees and costs, if applicable.

6. PROCESSING FEE AND REFUNDS: The \$100.00 processing fee is **non-refundable and non-transferable to another individual**. Financial aid may not be used to pay the required processing fee. The processing fee will be credited to the student's account if FIU Housing cannot offer the student space in on-campus housing by the first day of classes. Current residents may be offered to return to on-campus housing the following year without paying an additional processing fee. If a student has been approved for a cancellation in accordance with this Agreement, a pro-rated portion of the prepaid housing fees will be credited back to the student's account. The pro-rated portion of prepaid housing fees will be calculated from the date of the first official published move-in day to the day the student checks out of the assigned space.

Notwithstanding the foregoing, no refunds or credits shall be made after the sixth (6th) week of the fall or spring semesters.

7. ROOM ASSIGNMENTS: Room assignments are made 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. FIU Housing makes the following provisions with regards to room assignments: students are assigned to spaces by gender unless they have selected gender inclusive housing; accommodations are made for students with disabilities; and married couples are not permitted to live together in FIU Housing facilities. FIU Housing will share the student's FIU email address with the student's roommates so contact can be made before move-in.

8. MOVE-IN/MOVE-OUT: The student may move-in to the assigned housing space on the published move-in day and must be moved out by the published move-out date. All dates are listed on the FIU Housing website.

- A. If the Agreement is terminated, the student must vacate the assigned space within the time provided in the notice of termination and follow all move-out procedures prescribed by FIU Housing and Residential Life.
- B. FIU Housing is open during the semester break between the fall and spring semesters. For students who have paid their housing fee for the fall and spring semester, no additional fee shall be charged for their on campus housing during this semester break. Services on campus and in housing during this semester break may be limited in operation, including building desk coverage and dining services. FIU Housing shall be closed during all other semester break periods and the student is required to vacate the residential facilities during these break periods. Notwithstanding the foregoing, FIU Housing reserves the right to grant occupancy during these semester breaks to a student under certain conditions determined and required by FIU Housing, including, but not limited to, requiring the student to live in a space different than the one assigned under the Agreement. FIU Housing may charge, at its sole and absolute discretion, additional fees to students occupying on-campus housing during the semester break periods.
- C. Students must comply with the established move-out procedures. Failure to comply may result in the imposition of a fee for improper move-out.
- D. Belongings/personal items left behind by a student after the move-out deadline will be considered abandoned property and will be discarded. FIU is not responsible for belongings or personal items left behind.
- E. A student requesting to move-in early or move-out later than the published dates must request permission from FIU Housing in writing. Approval is based on availability. The student who is approved to move-in early or move-out late may be charged an early move-in or late move-out fee. Any student who moves in early or

moves out late is obligated to fully comply with the Agreement, its Terms and Conditions, and all FIU Housing procedures.

- F. The student planning to move-in after the designated move-in period is required to notify FIU Housing of his/her late arrival.
- G. If the student occupies his/her assigned space during a semester break period immediately preceding the semester applicable to the Agreement, the Agreement, its Terms and Conditions, and all FIU Housing procedures shall be applicable to such student's occupancy of such space during such semester break as if such period of occupancy was part of the semester for which the Agreement applies, without the necessity of requiring the student to sign a separate agreement for its occupancy of such space during such semester break period. Notwithstanding the foregoing, FIU Housing reserves the right, in its sole and absolute discretion, to require students under these circumstances to execute a separate agreement or any additional documentation related to such early occupancy (i.e., occupancy prior to the applicable semester).
- H. It is the student's responsibility to check his/her myFIU account at least six (6) weeks after his/her move-out date to ensure all posted housing fees have been paid.
- I. If a student fails to follow any move-out and/or cancellation procedures, the student remains contractually obligated for all assessed fees. The student may be charged after move-out for damages and other fees.

9. CHANGES IN ASSIGNMENTS: A student may not change room assignments without following established procedures and obtaining prior written approval from FIU Housing.

- A. No changes in assignments will be made based on 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, except as needed to provide a reasonable accommodation for a student with a disability.
- B. Failure to follow established room transfer procedures may result in a charge for improper transfer and the requirement to move back to the originally assigned space.
- C. FIU Housing reserves the right to require changes in room assignments for a variety of reasons, including, but not limited to, consolidation, to ensure maximum utilization of space and resources, to address roommate conflicts, as a result of unforeseen events, enrollment fluctuations, physical facility concerns, staff changes, emergency evacuation, for shelter purposes, and for other reasons determined by FIU Housing in its sole discretion.

10. USE OF THE ASSIGNED SPACE: The student is not permitted to assign, sublease, or allow the use of the assigned space by another person and/or guest.

- A. Guests/visitors must observe all published rules and abide by the registration policies. Specifically, guests/visitors must be signed in and out at the front desk at all times. The student is responsible for the conduct and actions of his/her guest. No overnight guests are permitted without prior consent of roommate(s).
- B. The assigned space may not be used as a place of business, nor may a student conduct any business within the housing facility.
- C. No animals or pets are permitted at any time, except as otherwise authorized by FIU Housing in writing.
- D. The student shall use the space only for lawful purposes.
- E. No smoking is permitted on campus in accordance with FIU regulations.
- F. The student may not personally use or allow guests to use empty bedrooms within their unit or another unit on campus. Students who occupy a bedroom that is not their assigned unit may be charged a use fee for improper room use.
- G. The student is prohibited from possessing, storing, or using items that would be considered a safety risk, such as firearms, explosives, ammunition or other weapons or dangerous articles or substances, including, but not limited to, Tasers, switchblade knives, guns, non-lethal weapons, such as fireworks, paintball guns, air guns,

archery equipment, BB guns, toy guns, any dangerous chemical or biological agents, corrosive agents, compressed gas, sling shots, Chinese stars or any other item used as a weapon. The student is also prohibited from possessing, storing or using candles, incense, halogen lamps, extension cords and any other items that may cause any type of health or safety concerns as determined by FIU Housing.

11. BEHAVIOR AND CONDUCT: The student agrees to abide by all FIU and FIU Housing and Residential Life regulations, policies, and procedures published online, in the current Student Handbook, the Florida Statutes, and the Agreement and its Terms and Conditions. The student agrees to conduct him/herself in such a manner as to allow others the quiet enjoyment of the facilities. Any behavior or conduct which, as determined by FIU Housing, in its sole discretion, (i) intimidates, threatens, or personally abuses another resident/staff; (ii) is disruptive to the residential community; (iii) compromises the safety and security of the student and/or community; or (iv) is intended to cause a roommate to move out, is a violation of the Agreement and is grounds for immediate removal from on-campus housing and/or interim suspension by the Vice President for Academic and Student Affairs or designee, pursuant to the Student Conduct and Honor Code or Housing and Residential Life policies and procedures.

12. CARE OF FACILITIES AND FURNISHINGS:

- A. The student is responsible for maintaining the assigned space in a clean and sanitary manner and free from damages. Due to the South Florida climate, air conditioning thermostats must remain on low setting or between 72-78 degrees at all times. Housekeeping is not provided. Trash removal is provided at designated locations in each housing complex. The student is expected to report damages and necessary repairs by promptly submitting a work order to FIU Housing's online work order system.
- 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 FIU Housing, and to promptly pay all assessed charges for damages, special cleaning or maintenance resulting from misuse or modification of the facility. The student is jointly and severally liable with his/her roommates for charges assessed due to a violation of this section, including damages occurring in the room or in the common areas.
- C. The student shall be required to inspect and inventory the contents of his/her assigned space at the time of move-in and move-out. Each student shall be responsible for the condition of the assigned space's furnishings at all times.
- D. All furnishings shall remain unaltered and in their designated space. Only FIU furnished mattresses are allowed within FIU Housing.

13. INSPECTIONS AND ACCESS TO THE ROOM: All rooms are subject to monthly and/or periodic health and safety inspections. Additionally, employees and agents of FIU shall have the right to enter a student's room at any time:

- A. Without notice when an emergency exists;
- B. When the student or FIU Housing and Residential Life staff have requested service for the room for maintenance or custodial purposes;
- C. To check the condition of the room prior to a student(s) moving in or after moving out; or
- D. With 24 hours' notice.

14. KEYS/ACCESS ID CARDS: The student agrees not to duplicate any keys/access ID cards assigned or give his/her keys/access ID cards to another person. If keys/access ID cards are not returned at move-out or are lost, the student agrees to pay the cost for all lock changes and keys/access ID cards replacements. The student is responsible for securing the assigned space at all times and taking such precautions as are necessary to guard his/her safety and property. A fee may be assessed for each time a student is locked out.

15. EVACUATION PROCEDURES: FIU retains the right to use the residence hall facilities for emergency shelter purposes. If a residence hall is evacuated because of an emergency, only those students deemed eligible by FIU policy will be permitted to occupy space in a designated shelter.

16. STUDENT CANCELLATION OF AGREEMENT: To request the cancellation of this Agreement, the student must submit a cancellation request in writing to FIU Housing indicating which of the conditions set forth in this section applies and provide the required documentation. If the cancellation request is based on non-enrollment for a given semester and the student thereafter enrolls for that semester, the cancellation will be null and void and the Agreement shall be reinstated, obligating the student to pay all assessed housing fees.

A. The Agreement may be cancelled by the student if any one of the following conditions is met (documentation is required):

- 1)** The student withdraws from FIU and is not enrolled/registered in classes;
- 2)** The student participates in an academic program that requires residence outside the Miami-Dade/Broward area;
- 3)** The student participates in an FIU sponsored and approved study abroad program;
- 4)** The student graduates;
- 5)** The student gets married after signing the Agreement;
- 6)** The student has an emergency medical condition that was not pre-existing when the Agreement was signed; or
- 7)** The student receives military orders for active duty.

B. Any cancellation requests received on or before Wednesday, April 1, 2020, will be approved with no fee.

C. Any cancellation requests received between Thursday, April 2, 2020 and Saturday, August 1, 2020 for which FIU Housing has a student to fill the vacant bed space will be approved and assessed a charge based on the schedule below.

D. FIU Housing will assess a fee for all approved cancellations of the Agreement in accordance with the foregoing:

Approved (See sections 16.A.1-7 and 16.C) cancellations for Fall 2020 will be assessed the following fees:

- 1)** If cancelled between Wednesday, July 1, 2020, and Saturday, August 1, 2020: \$200.00
- 2)** If cancelled after Saturday, August 1, 2020: \$500.00

Approved (See sections 16.A.1-7 and 16.C) cancellations for Spring 2021 will be assessed the following fees:

- 1)** If cancelled between Sunday, November 1, 2020 and Wednesday, December 30, 2020: \$200.00
- 2)** If cancelled after Wednesday, December 30, 2020: \$500.00

E. A cancellation fee will not be assessed to a student graduating, student participating in national/international student exchange program, a student who does not receive a room assignment, a student who receives military orders for active duty, or a student who receives an approved FIU medical withdrawal. A student who has his/her cancellation fee waived is still responsible to pay for the full amount of the assigned room prorated rent based on the nights of occupancy, if applicable.

F. The student may buyout the Agreement for a flat rate of \$2,000.00 (irrespective of whether the buyout occurs in the fall or spring semesters). The buyout is per person and cannot be combined. If the student requesting the buyout has a housing dining plan, the student will also be responsible for paying any portion of the dining plan which has been used by the end of the semester. No buyouts will be accepted after the sixth (6th) week of the fall or spring semesters.

- G. No cancellations shall be accepted after the sixth (6th) week of the fall or spring semesters. A student leaving after that time will be considered an early move-out and forfeit all rights to any refund or credit.
- H. If the cancellation is not approved, the student shall continue to be financially obligated for all housing fees and other fees due under the Agreement. A buyout fee may be applied automatically if a student does not move in and does not communicate with FIU Housing.

17. FIU TERMINATION OF THE AGREEMENT: The Agreement may be terminated by FIU Housing, upon the giving of no less than 24 hours advance written notice to the student's PantherMail account, for any cause deemed reasonable to FIU Housing, as determined by FIU Housing in its sole and absolute discretion, including, but not limited to, the following:

1. The student violates any provision of the Agreement, its Terms and Conditions or FIU's policies, rules, or regulations;
2. The student withdraws from classes and is not enrolled/registered in any classes during a semester applicable to the Agreement term;
3. The student fails to enroll/register in classes by July 1st, with respect to the fall semester, or by December 1st, with respect to the spring semester;
4. If the student is a new student, the student fails to pay the required admissions enrollment deposit and/or attend the required orientation; or
5. The student is dismissed or suspended for academic reasons or disciplinary reasons, including, but not limited to, behavioral misconduct as set forth in Section 11 above.

In the event of such termination, the student shall move-out of his/her room within the time provided in the notice. The student whose Housing Agreement is terminated by FIU Housing for cause, as provided above, shall (i) be responsible for the payment of any applicable cancellation fees, as provided under Section 16 above, (ii) at FIU Housing's sole discretion, may forfeit a refund or credit of any previously paid housing fees and, (iii) to the extent such housing fees have not been paid, at FIU Housing's sole discretion, may remain financially obligated for such fees.

18. HOUSING FEE APPEALS: In order to appeal an FIU Housing fee, the student must follow the guidelines below:

- A. Any appeal made must be done in writing, accompanied by supporting documentation and submitted to the Senior Director of Housing and Residential Life or designee no later than 30 days after the fee was assessed. If a student fails to file an appeal within this deadline, the student's right to an appeal is deemed waived. Appeals not in this format and/or that do not include supporting documentation will be rejected and will not be considered. The student will be notified through his/her PantherMail account of the outcome of the appeal within 14 business days upon FIU Housing's receipt of the appeal.
- B. The decision of the Senior Director of Housing and Residential Life or designee regarding the appeal is final. No further appeals shall be considered thereafter.

19. BREACH OF AGREEMENT: Violation of any term, covenant or condition of this Agreement shall be considered a breach of the Agreement. In the event of such a breach, the student shall be notified in writing by the Senior Director of Housing or designee. Remedies for breach of the Agreement include, but are not limited to, denial of housing services, FIU disciplinary action, reassignment to another space, and/or the imposition of reasonable restrictions on the student that would ensure the student is qualified for communal living or termination of the Agreement. **The decision of the Senior Director of Housing and Residential Life or designee will be final.**

20. LIABILITY: To the extent authorized by applicable law, FIU shall not be liable for damage to or loss to persons or personal property as a result of fire, theft, damage (inclusive of damage to personal property caused by an FIU employee) or any other cause whatsoever, or failure or interruption of utilities. FIU does not provide any insurance coverage for a student's personal property. The student is strongly encouraged to secure his/her own health and personal property loss insurance. Nothing in the Agreement or in its Terms and Conditions shall be construed as an indemnification of the student by FIU or as a waiver of sovereign immunity beyond that provided in Fla. Stat. §768.28.

21. ENTIRE AGREEMENT; NO ORAL MODIFICATIONS; CONFLICT; SEVERABILITY: The Agreement sets forth the entire agreement between the student and FIU and supersedes and renders null and void any and all prior or contemporaneous oral or written understandings, statements, representations or promises. The Agreement may not be modified or amended, and no provisions of the Agreement may be waived, unless such modification, amendment or waiver is contained in a written document executed by both parties hereto. Where the Agreement is expressly in conflict with the Student Handbook, the Agreement shall prevail. Where the Agreement is silent, the Student Handbook shall prevail. The provisions of this Agreement are severable and, if any clause or provision shall be held invalid or unenforceable in whole or in part, then such invalidity or unenforceability shall affect only such clause or provision or part thereof and shall not in any manner affect any other clause or provision of this Agreement.