

Addendum to Fall 2020 and Spring 2021 Terms and Conditions of the Housing Agreement

Florida International University aims to provide housing to support its mission while protecting the health and safety of our students and while intending to minimize the potential spread of disease within our community. As a resident within FIU Housing & Residential Life, the 2019 Novel Coronavirus (COVID-19) or similar public health crisis may impact your housing experience as we continue to make public health-informed decisions. The below policies and guidelines, as may be in effect from time to time, are incorporated into the FIU Terms and Conditions of the Housing Agreement and are applicable to all residential students effective immediately. As always, we will endeavor to update you with timely information about specific health and safety guidance important for our residential students.

- 1. COVID-19.** Florida International University holds as paramount the health, safety and welfare of every member of its community. FIU, however, cannot guarantee a COVID-19-free environment. Taking steps to minimize the risk of COVID-19 infections (or any other spread of disease) at FIU is a shared responsibility. Every member of our community – including you – must do their part. This means adhering to national, state, and local health guidelines and requirements, and adhering to those measures FIU deems safe and appropriate for its campus. Each resident understands and acknowledges that if he/she returns to a physical campus of FIU, there is a risk of being exposed to or contracting COVID-19. By returning to campus, each resident understands and acknowledges that this is possible, and does so knowingly and voluntarily.
- 2. Health and Safety.** We expect that all members of the FIU 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 FIU Housing and FIU may request or require a resident to leave FIU 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 FIU or FIU Housing as it relates to public health crises, including COVID-19. Specific details will be provided as circumstances dictate, but this may include, and is not limited to, social distancing, limitations on mass gatherings, wearing a face covering, COVID-19 diagnostic and surveillance testing (including before or upon arrival to campus), contact tracing, disinfection protocols, limitations on guests into residence halls, 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 just for yourself, but for the safety of others, and because this is consistent with the spirit of FIU.
- 3. Quarantine / Isolation / Separation.** At any time, FIU may request or require a resident to leave FIU Housing when that resident’s continued presence in the housing community poses a health or safety risk for community members. Residential students are required to comply with requests from FIU Housing to leave their assigned space due to COVID-19 or other public health emergency and failure to do so is a violation of the Housing Agreement and may subject a student to emergency removal from their assigned space. Not all FIU Housing residential rooms or halls are appropriate for self-quarantine or self-isolation, for example, and in those situations where a student is

recommended to self-quarantine or self-isolate, students may not be permitted to continue residing in their residential space and will be provided alternative housing arrangements as needed. Removal from FIU Housing to isolate or quarantine does not constitute a termination of a residential student's housing contract.

4. **De-Densifying Efforts.** Residential students are required to comply with any de-densifying efforts needed on campus due to COVID-19 or other public health emergency, including, but not limited to, the relocation of all or some residential students to alternative housing. Relocation does not constitute a termination of a residential student's housing contract.
5. **Dining Services.** Dining services, including where and how it will be offered to residential students, is subject to the discretion of FIU and Panther Dining and is subject to modification to address public health concerns. Due to health and safety guidance adopted or that may be adopted by FIU, or Panther Dining, Panther Dining may limit the occupancy of dining facilities, limit the amount of time students may reside within dining facilities, or make other operational adjustments needed to address health and safety concerns. These alterations or refusal of services do not constitute a termination of a residential student's meal contract, provided that there is a mechanism (ie delivery, pick-up/to-go service, etc) available for the resident to obtain food offered through the meal program. Upon reasonable notice, Panther Dining reserves the right to terminate meal contracts due to public health emergency needs, including COVID-19.
6. **Cleaning.** FIU Housing will continue to implement and modify its cleaning protocols to address COVID-19 or other public health emergency in the interest of attempting to minimize the spread of disease. FIU Housing will educate and inform residential students on appropriate cleaning protocols within their assigned spaces to attempt to reduce the spread of COVID-19 within residence halls. Residents will be responsible for obtaining their own cleaning supplies to maintain a clean-living environment within their assigned space.
7. **Amenities and Common Areas.** FIU Housing may limit access to some amenities and common areas for the health and safety of the community. This will be based on the guidance from health professionals or in accordance to any laws or emergency orders in response to COVID-19.
8. **Guest and Visitors.** Guests and visitors will not be allowed inside FIU Housing until such time as FIU deems it safe to lift this restriction. An exception will be made during the move-in process. During move in, students will be limited to two helpers. All helpers assisting students will be required to wear masks while inside the buildings.
9. **Term.** The start and end dates of the Housing Agreement, and the length of the Housing Agreement, may be adjusted to align with FIU's academic calendar.
10. **Termination.**
 - a. Upon reasonable notice, FIU Housing reserves the right to terminate housing contracts due to public health emergency needs, including COVID-19.
 - b. If a resident declines to accept the terms of this Addendum, he/she may cancel the Housing Agreement, as set forth in the Housing Agreement, by July 1, 2020 (as such date may be extended to align with the date that the class schedule for Fall 2020 is finalized).

In the event of a conflict between this Addendum and the remaining sections of the Housing Agreement, this Addendum will prevail.