

STETSON UNIVERSITY
Residential Living & Learning Housing Agreement
2018-2019

This document constitutes an agreement between Stetson University (hereinafter “the University”), acting by and through Residential Living & Learning (hereinafter “RLL”), and the undersigned resident student and, if the student is a minor, his or her parent or guardian (hereinafter “the resident” or “student”), and sets forth the terms and conditions on which the resident will occupy the premises. The University provides accommodations for registered students only, with preferences being given to full-time undergraduate students and limited accommodations for graduate students. Students who have a less than full-time status may be accommodated depending on specific circumstances.

The Residential Living & Learning Housing Agreement (hereinafter “the Agreement”) is not a lease, but a license to use the facilities and is binding for the entire academic year. The University shall provide the resident with an assigned space in a University owned or operated residential facility (“the premises”). The assignment shall commence and terminate as indicated in room assignment information available on the Residential Living & Learning website.

All materials contained herein are an integral and binding part of this Agreement. In addition, the policies and regulations of RLL promulgated within *The Guide to Residential Living*, *The Code of Community Standards*, and RLL’s website are hereby incorporated into this Agreement and are binding on all parties to this Agreement. It is the resident’s responsibility to become familiar with all provisions of this Agreement. By submitting this Agreement, the student shall be responsible for knowing and observing the University regulations and procedures, as well as such guidelines for living within these regulations and procedures, as may be determined by RLL, and all applicable federal, state, and local laws. *The Guide to Residential Living* and policies and procedures are published on the Residential Living & Learning website.

Residential Living & Learning and the University reserve the right to modify any provision of this Agreement upon notice to the resident that may become reasonably necessary to efficiently and effectively operate the residential facility. No oral statement made by any agent of the University shall be considered a waiver or modification of any term or condition.

I. PREMISES FOR EDUCATIONAL PURPOSES & PERIOD OF THE AGREEMENT

This Agreement is incidental to the provision of educational services and is therefore exempt from the provisions of Florida Statutes of Sections 83.40 through 83.681. This Agreement shall be binding for the full academic year defined as 2018 Fall and 2019 Spring Semester as defined by the University Academic Calendar during which the student is enrolled unless otherwise stated. This Agreement shall become effective on the first day the resident (or their parent/guardian) has submitted the agreement and it has been officially approved by RLL. The assignment shall commence and terminate as indicated in room assignment information available on the RLL website. The student agrees to live in the designated University facility during the entire period of this Agreement, or that portion of the Agreement, which remains after the student’s enrollment. If the student is released from this Agreement, then re-enrolls in the University during subsequent semesters during the period of the Agreement, the student’s obligation is reinstated for the duration of the period of this Agreement. In such a case, the student must notify the Residential Living & Learning so that a new assignment may be reserved for the student.

II. UNIVERSITY RESIDENCY REQUIREMENTS

The University maintains a three-year residency requirement for all undergraduate students. Exceptions to this requirement may be granted to new (including transfer and international) and continuing students who meet one or more of the following criteria for an exception by August 1 of the current academic year and request the exception by July 1. Exceptions to this requirement may be granted to new students enrolling for the first time for the Spring semester who meet one or more of the following criteria for an exception by January 1 and request the exception by the first day of classes for the Spring semester.

1. Student has earned 22.5 or more academic units (ninety or more credit hours) or is an incoming transfer student who has been approved by the University to have accumulated more than 30 credits upon admission to the university;
2. Reside within the approved 45 miles radius of the University with immediate family. (Immediate family is defined as the student's parent(s), grandparent(s), legal guardian(s), aunt/uncle, or siblings not enrolled at the University);
3. Student is married or is in a legal domestic partnership;
4. Student who is participating in a University-approved, off-campus internship or program that requires them to live outside the local area may also be exempt from this requirement only for the duration of their internship or other academic program. Upon their return to the DeLand campus, they expected to abide by the University's live-on requirements, unless granted approval to do otherwise;
5. Student has reached the age of twenty-two (22);
6. Student has a demonstrated an exceptional and compelling individual circumstance as determined by the Executive Director of RLL or designee.

III. DATES OF OCCUPANCY

A. Students who have finalized an assignment for the semester may occupy the assigned space during the dates determined and published by RLL unless otherwise having been granted approval as an early arrival or late stay resident. Such arriving early or staying late may be subjected to an additional charge for extension of this Agreement. Graduating students and other students who have assigned responsibilities in graduation will be able to request an extension of their Agreement beyond the standard terms as outlined above.

B. All residential facilities remain open and students are allowed to stay during the University's fall, Thanksgiving, and spring break periods. The right to occupy the residential facilities during Winter Break is reserved by the University. Except for University owned or operated apartment facilities, all residential facilities shall be closed during the University's official winter break. Residents of facilities other than apartments may be approved to reside in University owned or operated facilities during the break, subject to an additional charge, and possible temporary relocation.

C. In the event of an emergency due to a peril such as (but not limited to) a hurricane, it is hereby understood that University owned or operated residential facilities and buildings are not designated as hurricane shelters and do not have the specifications for protection as per the hurricane shelter guidelines or criteria. Therefore, at the University's discretion, evacuation may be mandated depending upon the circumstances of an impending peril or loss. All residents shall be notified accordingly, and hereby agree to any evacuation orders issued by the University and/or any State, City or County mandates. **If evacuation is mandated, students shall remove any valuable personal property or shall secure them accordingly. The University assumes no liability for damaged personal property or possible losses due to an impending peril or Act of God, which are beyond the control of the University.**

IV. ASSIGNMENTS

A. Acceptance of this Agreement by the resident does not guarantee a specific room assignment or admission to the University. The student understands and agrees that the Agreement is for a space in RLL operated facilities and not for a specific room or building. In consideration of the assignment of the room, the student agrees to pay the university the appropriate charge for that type of room.

B. Assignment of a residential facility shall be contingent upon final admission to the University, receipt of this Agreement, the availability of space, and the receipt of all necessary medical documentation. **Assignments will be determined by RLL and may include housing in University owned and operated facilities or non-owned facilities contracted by the University depending upon various factors and availability.**

C. Stetson University is an equal opportunity institution. Assignments are made based on legal sex; upon request of the student, assignments may be based on gender identity/expression. Assignments are not made based on disability, race, age, religion, color, national or ethnic origin, ancestry, marital status, veteran status, sexual

orientation, genetic information, physical characteristics, or any other category protected by federal, state, or local law.

D. Students who have medical/psychological needs or disabilities that may affect their assignment should complete an Accommodations Request. Reasonable accommodations will be approved based on availability and timely receipt of appropriate documentation as outlined by Residential Living & Learning. Final determination of assignment is based on space availability at the time of the request.

E. Students who receive room assignments allow the University to disclose their names and University e-mail addresses to other students occupying, or seeking to occupy through the room selection or room change processes, the same room, suite or apartment for, but not limited to, the purpose of allowing communications between residents of the respective room, suite or apartment prior to arrival on campus, or as needed during any residential placement process. Additionally, students who have room assignments and a partnership with outside organizations (such as service dog providers) allow the University to communicate information about the room assignment and behavior in relation to the outside organizations when appropriate. Further, students who have room assignments allow RLL to disclose their assignment details to other Stetson faculty and staff in need of such information to fulfill the duties of their position.

F. Rooms may be occupied only by students to whom they are assigned and are subject to guest policies outlined in *The Guide to Residential Living*. Rooms may not be sub-let to other persons. Residents found violating this provision may be referred to the Office of Community Standards and/or be assessed additional charges.

G. If a vacancy occurs in a room, suite, apartment, or house, the remaining resident(s) agree to accept another resident(s) as assigned or to move to other facilities if requested by the University to do so. Failure to follow established room change procedures will constitute a breach of the housing agreement and may be grounds for termination of the Agreement, assessment of additional charges and/or referral to the Office of Community Standards.

H. The University reserves all rights in connection with the reassignment of rooms and/or roommate(s). Room assignments may be changed or this Agreement cancelled at any time by RLL in the interest of order, health, discipline, best use of the facilities, or other reasons as determined by RLL. If reassignment is necessary, RLL will attempt to provide the student with similar accommodations if available. The University reserves the right to consolidate vacancies by buildings, floors, suites, or rooms.

I. If occupancy numbers allow, the University may allow residents, in rooms where vacancies exist, to pay additional fees in order to hold the room as a single for the remainder of the semester. This allowance will only apply to the current semester in which the vacancy exists. The room will return to normal occupancy at the start of the following semester. The decision to allow the purchase of a "room-as-a-single" will be in the sole discretion of RLL.

J. If a resident exhibits disruptive, irresponsible, or inconsiderate behavior, contributing negatively to orderly community living, the resident's room assignment may, at the discretion of the Executive Director Residential Living & Learning, or designee, after a conference with the resident, be subject to change and is responsible for any associated fees. University disciplinary action may also be taken against the resident.

K. In the event that repairs, improvements, or lead paint or other abatement work are to be made to the room, hall or property, and such repairs, improvements, or abatement work cannot be efficiently made while student occupies the room, The University shall have the right to relocate student temporarily during the time required to make such repairs or improvements or to complete any abatement work.

V. PAYMENTS

A. New students (those entering Stetson for the first time) are required to submit a one-time University enrollment deposit fee. No housing deposit fee is required for new, transfer, re-entering, or continuing students.

B. Housing rates are not determined by square footage of the actual space assigned to a student, but rather the type of accommodation (i.e., private bedroom & private bathroom; shared bedroom & shared/suite bath; shared bedroom & community bathroom; apartment, etc.) or facility.

C. Failure by the student to pay for all charges does not constitute the cancellation of this agreement by the student.

D. Residents who do not enroll for the spring semester or who withdraw during any semester and continue to occupy the residential space either by remaining there personally or leaving personal belongings may be charged for continued occupancy until the space is officially vacated by going through the check-out process and returning the key(s).

E. There will be no abatement of charges in the event of a mechanical difficulty (air conditioning, heat, hot water and other equipment), interruptions of electrical power or water service, evacuation, or closing of the campus due to an emergency.

VI. CANCELLATION AND REFUND INFORMATION

A. This agreement is in effect until terminated by the University in writing or written cancellation by resident accompanied by written university acceptance.

B. This Agreement may be terminated by a student after submission for the following reasons only:

- i. Student does not enroll in the University;
- ii. Student withdraws from the University;
- iii. Student graduates from the University;
- iv. Student is placed on academic, disciplinary, or residential suspension;
- v. Student meets the criteria for an exception to the university residency requirement (request and approval required);
- vi. Student demonstrates an exceptional and compelling individual circumstance as determined by the Executive Director of RLL or their designee (request required).

C. Students enrolled at the University and meeting the provisions for an exception to the residency requirement as defined in Section II by August 1 of the current academic year, or January 1 for enrollment of New students, may cancel at any time prior to the published move-in date. Cancellations prior to the published move-in date will be subject to the below fee schedule. Continuing students are defined as any student who, at the conclusion of the semester preceding this agreement, was actively registered for that same semester. New students are defined as any student who, at the conclusion of the semester preceding this agreement, was not actively registered for that same semester.

New Student		Continuing Student	
Fall Enrollment	Cancellation Fee	Date	Cancellation Fee
On or Before July 31	No Fee	On or Before May 15	\$500
Aug. 1- Move-in (published date)	\$1000	May 16- Move-in (published date)	\$1000
Spring Enrollment	Cancellation Fee		
On or Before Move-in (published date)	No Fee		

D. If the student is no longer enrolled in the University due to non-enrollment, withdrawal, graduation, or academic suspension, the university will refund a portion of the student's payment according to Important Refund Dates in the University Catalog. The refund will be calculated according to the date of official withdrawal or official check-out from the assignment, whichever is later.

E. Students who remain enrolled at the University and meet the provisions for an exception to the residency requirement as defined in Section II by August 1 of the current academic year may cancel at any time after

moving in, but are subject to a fee equaling one-half of the remaining room rate for the entire academic year (Fall and Spring semesters) from the date the student officially checks out of the space. RLL will use the lowest published rate on campus for calculation of this fee.

F. If the student is suspended from the University or removed from University housing as a result of a disciplinary proceeding, the student is not entitled to a refund. Failure to check-out of the assignment as directed by University staff may result in additional fees.

G. Residents who are enrolled in a University-approved off-campus internship or program must receive written permission in advance to be exempt from the agreement for that particular time in order to receive a refund and avoid cancellation fees.

H. Students who fail to physically occupy their rooms as determined by a member of RLL staff will forfeit their assignment in the residential facility and will be assessed a charge equal to the lowest published housing cost calculated for each semester. Students who forfeit their residential assignment pursuant to the above terms may be responsible for any necessary costs of securing their residential space, including, but not limited to, lock/access card changes. Should they decide to re-enter housing for the remainder of the agreement period, they will be reassigned to available space with any applicable adjustment in rental charges. Students who vacate a room after initially moving in to the room forfeit their assignment and are subject to a fee that the remaining rate for the entire academic year (Fall and Spring semesters). RLL will use the lowest published rate on campus for calculation of this fee.

I. The resident shall vacate the assigned room within twenty-four (24) hours of release from this agreement or from withdrawal from the University, unless an extension is authorized by RLL. Students who continue to occupy the assigned space either by remaining there personally or leaving personal belongings may be charged for continued occupancy until the assigned space is officially vacated by going through the check-out process. A prorated daily storage fee equivalent to the nightly rate of the assignment may be applied at the discretion of the Executive Director of RLL or their designee in cases where a student is unable to remove their belongings in a reasonable amount of time.

J. If this agreement is terminated for reason listed above, then at the option of University: A) student shall forthwith pay University as damages hereunder the amounts described herein; and B) student shall also indemnify University from and against any loss and damage sustained by University by reason of the termination, including, but not limited to: any loss of rents, any damages incurred to the property, and any claims of injury to student or third persons. The University shall also be entitled to any and all other rights and remedies provided by law. All rights and remedies of University are to be cumulative and not exclusive.

K. In order to terminate this agreement at any time prior to the last day of the academic year, the resident must complete a Residency Exemption Request and receive written approval from RLL. Termination must be for one of the reasons noted above.

VII. ADDITIONAL CONDITIONS AND RESPONSIBILITIES

A. The University is not responsible for the loss or damage to items of residents' personal property within the residential facilities or on its grounds before, during, or subsequent to the period of the Agreement. The resident is strongly encouraged to purchase and maintain appropriate renters insurance as well as health, accident, and personal liability insurance.

B. **The University does not provide storage for students' personal property outside of their assigned housing; nor when residential facilities have been closed, the student's housing agreement has ended, or upon withdrawal/termination or suspension from the University or abandonment of their housing facility. Unless acceptable arrangements are made with the University in a timely manner, any personal belongings left behind shall be considered abandoned and shall be removed and donated, recycled or disposed of per the decision of RLL..**

C. Subject to provisions of applicable law, student shall indemnify and hold the University harmless from all liability, loss, or damage arising from any carelessness, neglect, or improper conduct on the room, hall or property

and student shall be responsible for and shall reimburse University for any loss or damage to the room, hall or property or the equipment or fixtures therein arising from any such carelessness, neglect, or improper conduct; however, nothing in any of the foregoing shall apply to any liability, loss, or damage to the extent caused by any omission, fault, negligence or other misconduct of University.

D. The resident grants permission for the entry and inspection of the assigned room or space, and any and all property therein regardless of ownership, by any authorized University personnel or agent according to *The Guide to Residential Living*. Said purposes include, but are not limited to, completion of work requests or the repair and/or maintenance of the facility, inspection for fire and safety violations, when university personnel believe that the safety and/or welfare of the occupants is at stake, and to enforce University policies and regulations including, but not limited to, alcohol and drug violations.

E. The University shall not be liable for any injuries or damages arising from the use of lofted or bunked beds regardless of whether or not the bed is provided by the University.

F. The care of the individually assigned rooms in the residential facilities shall be the responsibility of each resident. Upon initial occupancy of an assigned room, each resident has the opportunity to complete a Room Condition Report attesting to the condition of the room and its furnishings at that time. Each student must be officially checked out by a designated representative of the University at the end of the period of occupancy. Failure to check-out in this manner may result in an improper check out charge. Damage occurring within the room will be the responsibility of the assigned occupant(s). Costs of damages occurring to a common area as a result of the action of students shall result in a recovery assessment to all students responsible. Where insufficient information is available to charge individual student(s), assessments for damage may be made to all students assigned to a hall, floor, or an entire building, as determined by RLL.

G. Students assigned to a facility that is not fully owned, managed, or operated by Stetson University must follow any rules, procedures, or regulations of that external facility. The owner, or management company, and its assigned contractors shall have access to and provide any needed maintenance to the housing facility as per the housing facility's procedures. Some rules and procedures of non-owned facilities may legally or contractually over-ride some University rules and regulations depending upon issue or circumstances. It is understood and agreed by all parties that Stetson University shall have no liability or control in regards to the maintenance or management of non-owned housing properties, nor for any student resident damages or losses that may result due to the property owner's acts of those of its management company or its contractors.

H. First-year and sophomore students living in residence halls are required to participate in the meal plan program each semester, subject to published University meal plan requirements and options. Students living in apartments are exempt from the meal plan requirement.

I. The waiver of one breach of any agreement or condition of this agreement shall not be considered to be a waiver of that or any other agreement or condition or of any subsequent breach thereof.

J. **If any portion of provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any applicable jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.**

VIII. SIGNATURES

By logging into Housing Central (RLL housing software program) using "MY STETSON" University credentials and submitting this document, I certify that I have read the Agreement, that I understand and agree to adhere to the terms and conditions of this Agreement, and I hereby complete my application for housing at Stetson University. Persons signing this agreement must be at least age 18 or over.

Name of Student: _____

Student ID: _____

Students under age 18 must download a printed copy for their parent/guardian to sign below and return to Residential Living and Learning in order to finalize the agreement. Enrolled students must be at least 16 years of age to be permitted to live on campus. Minors not yet 16 are encouraged to live off campus with relatives. Residential Living and Learning staff will work with students and families on planning for on campus housing at any point each semester in preparation for the student reaching 16 years of age. This includes arranging for a late check-in after each semester begins if space is available

Printed Name of Parent or Guardian: _____

Signature of Parent or Guardian: _____

Date: (Month)_____ (Day)_____ (Year)_____