STETSON UNIVERSITY

Residential Living & Learning Housing Agreement

2027-2028

This document constitutes an agreement between Stetson University (hereinafter "the University"), acting by and through Residential Living & Learning (hereinafter "RL&L"), and the undersigned student who has accepted an offer of admission to or enrolled in Stetson University (hereinafter "the resident" or "student") and, if the student is a minor, their parent or legal guardian, and sets forth the terms and conditions on which the student will occupy the premises.

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 student 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.

TABLE OF CONTENTS

1. RESIDENCY REQUIREMENTS AND ELIGIBILITY
2. DATES OF OCCUPANCY
3. ASSIGNMENT
4. RESIDENT RESPONSIBILITIES
5. RATES AND PAYMENT
6. CANCELLATION AND REFUND
7. ADDITIONAL CONDITIONS AND RESPONSIBILITIES

1. RESIDENCY REQUIREMENTS AND ELIGIBILITY

1.1 **Premises for Educational Purposes**: This Agreement is incidental to the provision of educational services and is therefore exempt from the provisions of Florida Statues of Sections 83.40 through 83.681.

1.2 **Enrollment & Age Requirement**: The University only provides accommodations for registered students, ages 16 and older, with preferences being given to full-time undergraduate students and limited accommodations for graduate students. Students who have less than full-time status may be accommodated depending on specific circumstances. Upon prior arrangement, housing under this agreement may also be provided for students in affiliate programs through the university during the academic year. Assignment of a residential facility shall be contingent upon final admission to, and enrollment in, the University, receipt of this Agreement, the availability of space, and registration for classes for the designated semester.

1.2.1. **Students Under 16**: Enrolled students must be at least 16 years of age to be permitted to live on campus. Minors not yet 16 years of age are encouraged to live off campus with relatives. Residential Living & Learning staff will work with students and families or legal guardians to plan for the transition to on-campus housing upon students reaching 16 years of age. This includes arranging for a late check-in and pro-rated billing after each semester begins if space is available.

1.2.2 **Course Enrollment:** If a student is not enrolled (registered and in good financial standing) by 30 days prior to the first day of classes in an upcoming semester, their room assignment may be cancelled or changed at the discretion of the Executive Director of Residential Living & Learning or their designee. A change or cancellation of a room assignment does not constitute the cancellation of this agreement by the University.

1.2.3 **Non-Course Enrollment Graduation Requirement**: If a student is not enrolled in classes but is required to complete an in-person university approved continuing education requirement, degree requirement, dual degree program, or other special circumstance, per special request to the Executive Director of Residential Living and Learning or designee, the student may be eligible to remain in on-campus housing.

1.3 **University Residency Requirement**: 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 criteria in section 6.2 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 in section 6.2 for an exception by January 1 and request the exception by the first day of classes for the Spring semester.

1.4 **Meal Plan Requirement**: All undergraduate students living in residence facilities are required to participate in the University meal plan program each semester, subject to published University meal plan requirements and options. Students will be automatically assigned a meal plan based on their class standing.

1.4.1 **Meal Plan Requirement Exemption:** Juniors and Seniors residents in University apartments or University-owned chapter houses. Students who have received an approved residency exemption to live off campus are eligible to opt out from the meal plan requirement.

1.4.2 **Meal Plan Change Period**: Students may upgrade their meal plan at any time. Requests to change or opt out a meal plan, subject to the student's applicable meal plan requirement, must be completed during the Meal Plan Change Period prior to the published Add/Drop deadline for the applicable semester. It is the student's responsibility to notify Hatter1 Card Services of the request to change or opt out from the meal plan program by the end of the Meal Plan Change Period, unless withdrawing from the University.

1.4.3 **Meal Plan Automatic Continuation (Fall to Spring) and Renewal**: Meal plan selections made for the Fall semester will automatically continue for the subsequent Spring semester of the same academic year, unless the student elects to upgrade or otherwise modify the plan during the

published Meal Plan Change Period. All meal plan selections terminate at the conclusion of the Spring semester and must be renewed annually for the following academic year.
1.4.4 **Meal Plan Out Process:** Students eligible to opt out of the meal plan program must complete the meal plan opt-out process prior to the published Add/Drop date listed on the University academic calendar for the applicable term. Students who do not opt out before the Add/Drop deadline will be responsible for all related meal plan charges for the applicable term.
1.5 **Correspondence**: All official correspondence from RL&L with the student will be through their official university email account, the student housing software, and the RL&L website.

2. DATES OF OCCUPANCY

2.1 **Period of Agreement**: This Agreement shall be binding for the full academic year defined as 2026 Fall and 2027 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 student (or their parent/guardian) has submitted the agreement, and it has been officially approved by RL&L. The assignment shall commence and terminate as indicated in room assignment information available on the RL&L 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 within the period of the Agreement, the student's obligation is reinstated for the remainder of the period of this Agreement. In such a case, the student must notify Residential Living & Learning so that a new assignment may be reserved for the student (if available).
2.2 **Early Arrival/Late Stay**: Students who have finalized an assignment for the semester may occupy the assigned space only during the dates determined and published by RL&L unless otherwise having been granted approval for extended stay 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.
2.3 **Short Term Break Periods**: All residential facilities remain open, and students are allowed to stay during the University's fall, Thanksgiving, and spring break periods.
2.4 **Winter Break**: The right to occupy the residential facilities during Winter Break is reserved by the University; however, students' possessions can remain in the residential facilities over the Winter Break, unless the student is relocating to a new room in the Spring Semester and the relocation was not able to occur before the Winter Break. 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 winter break and may be subject to an additional charge as well as possible temporary relocation.
2.5 **Force Majeure/Interruption/University Closure**: In the event of an interruption in the University's provision of education, educational events, student life opportunities or activities, on-campus meals or housing, due to acts of God, natural disaster, hurricane (related information under section 3.11), storm, fire, infectious disease, pandemic, national emergency, act of terrorism, threats of terrorism, war (whether war is declared or not), act of mass shooting or violence, riot, civil unrest, state emergency declaration, any orders of a local, state or federal government with authority over either party, any orders of a state or federal court or competent judicial authority, any other government restrictions, mechanical or electronic failure, strikes or labor disputes or any other reason beyond the control of the University (collectively referred to as an **"Event"**), the University may elect to cease or postpone provision of education, educational events, student life opportunities or activities, and on-campus meals or housing without reduction in tuition, fees, or charges due from student or obligation to refund tuition, fees, or charges in whole or part that were previously paid by or on behalf of student. Upon notification of an Event that necessitates closure, the student will be required to comply with all checkout procedures as defined in Section 4.5 of this Agreement.

3. ASSIGNMENT

3.1 **Room Assignment**: Acceptance of this Agreement by the student does not guarantee a specific room assignment. The student understands and agrees that the Agreement is for a space in RL&L 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. Assignments will be determined by RL&L and may include housing in university owned and operated facilities or non-owned facilities contracted by the University depending upon several factors and availability.
3.2 **Nondiscrimination**: 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.
3.3 **Student Information Disclosure**: 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 self-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 assignment process. Additionally, students who have room assignments and a partnership with outside organizations, such as service dog providers, fraternities, and sororities, 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 RL&L to disclose their assignment details to other Stetson faculty and staff in need of such information to fulfill the duties of their position.
3.4 **ADA/Accessibility**: Students who have medical/psychological needs and/or diagnosed disorders that require specific accommodation(s) within the residential facilities must register with the Accessibility Services Center by completing an Accessibility Profile and requesting accommodation(s) for their campus housing. Reasonable accommodations will be approved based on availability and timely receipt of appropriate documentation as

outlined by the Accessibility Services Center. The final determination of housing assignment is based on space availability at the time of the request.
3.5 **Occupancy Status**: Occupancy occurs when a student is issued keys to the room assignment, accesses the building through electronic means, or is checked in via the student housing software. If either condition exists, then the room assignment is considered occupied. Occupancy will remain in effect until the check-out procedure is followed to depart the room assignment. Students who do not enroll for the spring semester or who withdraw during any semester and continue to occupy the residential space either by physically remaining there or leaving personal belongings may be charged for continued occupancy until the space is officially vacated via check-out procedure and key(s) returned. Removing personal belongings and vacating the assigned space without completing the proper check-out procedure will be considered an improper check-out and the student will be responsible for the terms of the agreement and all associated fees.
3.5.1 **Temporary Restrictions of Residential Access**: Residential Living and Learning may temporarily restrict access to residential room assignment and/or facilities in the following cases: a) where the student has an outstanding balance and attempts to communicate with the student regarding the balance have been unsuccessful. b) circumstances in section 2.4 Force Majeure/Interruption/University Closure; c) interim residential or university suspension; d) when health or safety of the resident may be compromised by the resident retaining access.
3.6 **Residency Rights and Transferability**: 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. Room assignments are not transferable or assignable by the student. Rooms may not be sub-let or rented to other people. Residents are prohibited from removing beds from, or placing additional beds in, any room. Students found violating this provision may be referred to the Office of Community Standards and/or be assessed additional charges.
3.7 **Room Reassignment**: 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 upon reasonable notice by RL&L in the interest of order, health, discipline, best use of the facilities, or other reasons as determined by RL&L. If reassignment is necessary, RL&L will attempt to provide the student with similar accommodation if available. A change or cancellation of a room assignment does not constitute the cancellation of this agreement by the University.
3.8 **Room Vacancy**: If a vacancy occurs in a room, suite, apartment, or house, the remaining resident(s) agree to accept other 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.
3.9 **Room Consolidation**: The University reserves the right to consolidate vacancies by buildings, floors, suites, or rooms. Consolidation is defined as residents of two or more partially occupied rooms being required to move in together to create one fully occupied space. Residents who are without an assigned roommate are expected to keep the space clean and ready with the understanding that a roommate may be assigned at any time.
3.10 **Room/Bed Buy Out**: If occupancy numbers allow, RL&L may allow students, in rooms where vacancies exist, to pay additional fees in order to hold the room as an individual bedroom 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-an-individual" will be in the sole discretion of RL&L.
3.11 **Hurricane Evacuation**: 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 students shall be notified accordingly, and hereby agree to any evacuation orders issued by the University and/or any State, City, or County mandates. Further, upon request by the University, all residents must complete the evacuation plan form through the student housing software. In the event of an evacuation, students will have a limited window with which to make travel plans and off campus arrangements and being prepared will help to shelter safely.

4. RESPONSIBILITIES

4.1 **Student Acknowledgement of Policies**: All materials contained herein are an integral and binding part of this Agreement. In addition, the policies and regulations of RL&L promulgated within The Guide to Residential Living, The Code of Community Standards, and stetson.edu/housing website are hereby incorporated into this Agreement and are binding on all parties to this Agreement. It is the student'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 RL&L, 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 and the Code of Community Standards is published on the Community Standards website.
4.2 **Access and Keys**: The student is responsible and liable for the room key(s) and Hatter1 ID card. It is the student's responsibility to obtain and maintain possession of assigned room key(s) and Hatter1 ID card. Room key(s)/ID cannot be transferred, duplicated, or altered. If a key/ID is lost or stolen, the student agrees to immediately report the loss and understands that they will be charged applicable key replacement and/or lock change fees for each time a new key is issued and/or locks are changed. Replacement cost for lost or stolen key(s)/ID may cost up to $380. The student is responsible for turning in all issued room key(s) at time of check out, and if the student fails to do so, key replacement and/or lock change charges will apply.
4.3 **Furnishings Usage**: The University and its employees/volunteers/agents shall not be liable for any injuries or damages arising from the use of university provided furnishings, including lofted or bunked beds.
4.4 **Condition of Space**: The care of the individually assigned rooms in the residential facilities shall be the responsibility of each student. The student acknowledges their responsibility to keep room assignment and shared spaces in a clean and orderly condition and to adhere to university sanitation standards in all spaces.. University staff retain the right to conduct health and safety inspections of the room assignment. Charges may

be assessed to students for damage, unauthorized use of, or alternations to rooms, furnishings, equipment, locks, or buildings and for special cleaning necessitated by improper care of residential facility, room, furnishings, appliances, or equipment either within the student's room or in the residential facility where the student's room assignment is located. Upon initial occupancy of an assigned room, each student must complete a Room Condition Report (to be completed in the student housing software within 72 hours of move in) attesting to the condition of the room and its furnishings at that time. Failure to complete the room condition report makes a resident ineligible to contest any damage charges upon check-out.
4.5 **Checkout Condition & Space Assessment**: Each student's room must be officially checked out by a designated representative of the University at the end of the period of occupancy. Failure to accomplish a timely check-out will extend the students' liability for up to a month when University Facilities personnel inspect all housing facilities. Damage occurring within the room will be the responsibility of the assigned student(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 suite, apartment, hall, floor, or an entire building, as determined by RL&L.
4.6 **Personal Property**: The University is not responsible for the loss or damage to items of students' personal property within the residential facilities or on its grounds before, during, or subsequent to the period of the Agreement, including an evacuation. The student is strongly encouraged to purchase and maintain appropriate renters' insurance, as well as health, accident, and personal liability insurance and appropriately store, secure, or remove any valuable personal property. Personal property cannot be left in the residential facility outside of the period of the agreement, and such property will be considered abandoned (as set forth in Section 7.1).
4.7 **Relocation/Removal for Behavior**: If a student exhibits disruptive, irresponsible, or inconsiderate behavior, contributing negatively to orderly community living, the student's room assignment may, at the discretion of the Executive Director Residential Living & Learning, or designee, after a conference with the student, be subject to change and the student is responsible for any associated fees or rate changes. The student may also be referred to the Office of Community Standards. A room change or residential suspension may be the sanction of a case from the Office of Community Standards.
4.8 **Provisional Relocation for Facilities Repair**: In the event that repairs, improvements, or 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.

5. RATES AND PAYMENT

5.1 **Housing Deposit**: 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 re-entering, or continuing students.
5.2 **Rates**: Housing rates are determined by a combination of bedroom privacy, bathroom privacy, facility type and other factors. Rates are listed on RL&L's website and are subject to change in the University's discretion.
5.3 **Unpaid Room Charges**: Failure by the student to pay for all charges does not constitute the cancellation of this agreement by the student.
5.4 **Utilities**: There will be no abatement of charges in the event of mechanical difficulty (air conditioning, heat, hot water, or other equipment), interruptions of electrical power, water, internet service, evacuation, or closing of the campus or buildings due to an emergency.
5.5 **University Closure Refund**: No housing fees will be refunded if residential facilities close, access is restricted during the term, or if the length of semester or Agreement is adjusted unless otherwise stated.

6. CANCELLATION AND REFUND

6.1 **Cancellation Circumstances and Procedure**: This agreement may only be terminated early by the University in writing or upon written cancellation request by student that is accompanied by written university acceptance. A student who meets one of the eligibility requirements as set forth in Section 6.2 may request cancellation of the Agreement. The student must submit in writing via the Request for Residency Exemption (available in the student housing software under Forms) indicating which of the conditions set for in Section 6.2 applies and provide the required documentation. The University may, within its sole discretion, deny all other cancellation requests. Cancellation of an Agreement may be subject to the cancellation fees as set forth in Section 6.6. If a student's cancellation request is not approved, and the student chooses to live off campus anyway, the student will be charged the lowest published housing rate each semester until the residency requirements for that student are met. This agreement may not be canceled without, and no cancellation shall be effective until student has received prior written approval from Residential Living and Learning or their designee.
6.2 **Cancellation Request by Student**: This Agreement may be requested to be terminated by student for the following reasons only:
6.2.1. **Academic**: Student has earned 22.5 or more academic units (ninety or more credit hours) or is an incoming transfer student who has accumulated more than 30 credits approved by the University upon admission to the university;
6.2.2. **Age**: Student has reached the age of twenty-two (22) prior to August 1 of the academic year;
6.2.3. **Met Residency Requirement**: The student lived in university on-campus housing for at least three years (6 academic semesters);
6.2.4. **Living with Family**: Reside within the approved 25-mile radius of the University with immediate family. (Immediate family is defined as the student's parent(s), grandparent(s), legal guardian(s), or siblings not enrolled at the University);
6.2.5. **Partnership**: Student is married or is in a legal domestic partnership;
6.2.6. **Academic Internship/Study Abroad**: 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 (Section 6.3.1).

6.2.7. **Transfer**: The student enters the university with 30 or more credit hours and is classified as a Transfer Student. NOTE: Transfer students are defined as those that have graduated high school and enrolled at another institution for at least one semester prior to enrolling at Stetson. A high school graduate with dual enrollment credits is not classified as a Transfer Student.
6.2.8. **Military Deployment/Relocation for Active Duty**: The student has received military orders for deployment or other required relocation as an active member of the U.S. Armed Services to RL&L.
6.2.9. **Living Off-Campus in an Approved Student Organization House:** The student is eligible and approved by Sigma Nu or the Wesley House to live in that facility off-campus.
6.2.10. **Exceptional and Compelling Circumstance**: The student has demonstrated an exceptional and compelling individual circumstance as determined by the Executive Director of RL&L or designee.
6.3 **Cancellation Request Due to Approved Internship/Study Aboard/University Approved Program**: Students who are enrolled in a university-approved off-campus internship, study abroad, or other University-approved program must receive written permission from the University in advance to be exempt from the agreement for that particular period of time and in order to receive a refund and avoid cancellation fees (Section 6.6). Upon the student's return to the DeLand campus, the student is expected to abide by the University's residency requirements, unless the student is granted written approval to do otherwise.
6.4 **Cancellation Request Prior to Move In**: Students enrolled at the University and meeting the eligibility requirements for an exception to the residency requirement as defined in Section 6.2 by August 1 of the current academic year, or January 1 for enrollment of new students, may request to cancel at any time prior to the published move-in date. Cancellations prior to the published move-in date will be subject to the fee schedule as set forth in Section 6.6. 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, were not actively registered for that same semester.
6.6 **Cancellation within Housing Agreement Period**: Students who remain enrolled at the University and meet the provisions for an exception to the residency requirement as defined in Section 6.2 by August 1 of the current academic year may request to cancel at any time after moving in, but are subject to a fee equaling one-half of the remaining room rate for the remainder of the academic year (Fall and Spring semesters) from the date the student officially completes check-out of the space. RL&L will use the lowest published rate on campus for the calculation of this fee set forth in Section 6.6). To terminate this agreement at any time prior to the last day of the academic year, the student must complete a Residency Exemption Request and receive written approval from RL&L. Termination must be for one of the reasons noted above in section 6.2.6.6
Cancellation Fee Tables: A student whose residency exemption request is approved will be charged a cancellation fee based on their active housing agreement as outlined below.

The below **Fall/Spring Housing Agreement Cancellation Fee Schedule** applies to students whose agreement began in the fall and planned to or resided in university owned and operated housing in the Fall semester.

New Student			
Assignment Status	*On or Before July 31*	*August 1 – Move In (published date)*	*After Move In*
Assigned	$250	$1,000	Length of stay at current room rate, plus half of the remaining balance for Fall/Spring Agreement, using the lowest room rate.
Submitted Application, Not Assigned	No Fee	$250	N/A
*No Application, Not Assigned	No Fee	No Fee	N/A
Continuing Student			
Assignment Status	*On or Before May 15*	*May 16 – Move In (published date)*	*After Move In*
Assigned	$500	$1,000	Length of stay at current room rate, plus half of the remaining balance for Fall/Spring Agreement, using the lowest room rate.
Submitted Application, Not Assigned	No Fee	$250	N/A
*No Application, Not Assigned	No Fee	No Fee	N/A

* A housing estimate will be applied to student account until a Housing Application, or a Request for Residency Exemption is approved (including all semesters within agreement).

The below **Spring Housing Agreement Cancellation Fee Schedule** applies to students whose agreement began in the spring and did not reside in university owned and operated housing during the Fall semester.

New Student (applies to newly deposited students who DID NOT reside in residential housing in the Fall semester)		
Assignment Status	*On or Before Move In (published date)*	*After Move In*
Submitted Application	$250	Length of stay at current room rate, plus half of the remaining balance for Spring Agreement, using the lowest room rate.
*No Application, Not Assigned	No Fee	N/A

Continuing Student (applies to continuing students who DID NOT reside in residential housing in the Fall semester)		
Assignment Status	*On or Before Move In (published date)*	*After Move In*
Submitted Application	$250	Length of stay at current room rate, plus half of the remaining balance for Spring Agreement, using the lowest room rate.
*No Application, Not Assigned	No Fee	N/A

* A spring housing estimate will be applied to student account until a Housing Application, or a Request for Residency Exemption is approved.

6.7 **Cancellation by Department**: 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. Housing fees are refunded based on the University refund schedule. Students must check-out of their designated room within 48 hours of withdrawal, non-enrollment, or academic suspension from the University. For cancellation due to graduation: (1) if graduating in December, students must check out by the published closing date; (2) if graduating in May, students must check out by 12:00 p.m. the day after graduation. Exceptions beyond check-out deadlines must be approved by the Executive Director or designee and the student will be charged for any additional nights stayed at the nightly rate for the room type.
This Agreement may be terminated by the department for the following reasons:
6.7.1. Student does not enroll in the University;
6.7.2. Student withdrawal from University;
6.7.3. Student approved leave or university exit;
6.7.4. Student approved for medical withdrawal;
6.7.5. Student graduates from the University;
6.7.6. Student placed on academic, disciplinary, or residential suspension;
6.7.7. Students meet the criteria for an exception to the university residency requirement (request and approval required);
6.8 **Administrative Cancellation Due to an Approved Fraternity and Sorority Housing Agreement**: Students who have an approved Fraternity and Sorority Life Housing Agreement as part of a move to an on-campus chapter house will be exempt from the cancellation fees for this agreement (Section 6.6) and immediately be subject the cancellation fees of the Fraternity and Sorority Housing Agreement. Eligibility for this administrative cancellation is contingent upon the student's active membership in good standing within their affiliated Greek organization. Should a student's status in an organization change to inactive or should they fail to meet the criteria for active membership and become ineligible to live in a university chapter house while still subject to the residency requirement, the student will be reassigned to available University-owned and operated on-campus housing.
6.9 **Cancellation Due to Administrative Dismissal**: Students who initially register for classes for the term of residence and cease attending class meetings are subject to an administrative withdrawal by the Registrar and subsequent cancellation of their housing assignment. In this event the student is required to vacate the assigned space within forty-eight hours (48) from notification by the University Registrar's Office and the university refund schedule will apply.
6.10 **Cancellation Due to Community Standards Dismissal/Suspension**: 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. Students must check out their designated room within 48 hours of suspension. Exceptions beyond 48 hours must be approved by the Executive Director or designee, and the student will be charged for any additional nights stayed at the nightly rate for the room type.
6.11 **Cancellation Due to Failure to Occupy**: Students who fail to physically occupy their rooms as determined by a member of RL&L 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 into the room forfeit their assignment and are subject to a fee equal to the remaining rate for the entire academic year (as set in Section 6.6). RL&L will use the lowest published rate on campus for calculation of this fee.
6.12 **Cancellation Due to Withdrawal**: The student shall vacate the assigned room within forty-eight (48) hours of release from this agreement or from withdrawal from the University, unless an extension is authorized by RL&L. Students who continue to occupy the assigned space either by physically remaining there or leaving personal belongings may be charged for continued occupancy until the assigned space is officially vacated through the check-out process as outlined on RL&L website. A pro-rated daily storage fee equivalent to the nightly rate of the assignment may be applied at the discretion of the Executive Director of RL&L or their designee in cases where a student is unable to remove their belongings in a reasonable amount of time.
6.13 **Cancellation Damages**: If this agreement is terminated for any of the reasons listed above, then at the option of University: A) student shall immediately 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.
6.14 **Appeal Due to Cancellation Denial/Fee**: The appeals process is for students who will remain enrolled but want to:
6.14.1. Present additional documentation or information that had not been previously reviewed in the Request for Residency Exemption
6.14.2. Present documentation or information to contest the cancellation fee.
6.15 **Appeal Process:** Failure to read the Housing Agreement is not grounds for appeal. Appeals must be submitted, in writing, from the student's official Stetson email stating the grounds for the appeal and including all additional documentation within five business days from exemption

decision or assessment of cancellation fee (as set in Section 6.6). Statements submitted by parents or legal guardians will be considered as letter(s) in support of the student's appeal only. For clarity, the student must submit an appeal on the student's own behalf which may include letters of support from a parent or legal guardian; however, a letter of support from a parent or legal guardian alone does not constitute an appeal. Student may be invited to attend the scheduled meeting in person or via Teams with the Executive Director of RL&L or designee. Decisions made by the Executive Director of RL&L are final and cannot be further appealed.

7. ADDITIONAL CONDITIONS AND RESPONSIBILITIES

7.1 **Storage**: The University does not provide storage for students' personal property outside of their assigned room; 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 in residential buildings or areas following the end of the agreement period, upon student withdrawal/university exit/approved leave, or approved residency exemption shall be considered abandoned and shall be removed at the expense of the student and donated, recycled, or disposed of at RL&L's discretion. The university is not liable for loss of property deemed abandoned by the student.
7.2 **Damage Liability**: 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. When two or more students occupy a shared room, suite, or apartment, each student shall be jointly and severally liable for damage, loss, or cleaning charges to shared areas when individual responsibility cannot be determined. If damage, vandalism, or excessive cleaning occurs in common or shared areas of the residential facility (including, but not limited to, hallways, lounges, lobbies, community kitchens, laundry rooms, study rooms, stairwells, breezeways, and building exterior spaces), and the responsible individual(s) cannot be identified, RL&L may assess damage, repair, replacement, and/or cleaning charges to students of the affected community, floor, wing, suite, or building. Students are encouraged to immediately report any information that will assist in identifying the party responsible.
7.3 **Authorized Entry**: The student 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, assessment of the condition of university property, 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.
7.4 **Use of Spaces**: The University, at its discretion, may restrict the use of any spaces and amenities within the residential community during part or all of the academic year including, but not limited to, prohibitions or restriction on guest and visitor access, closure of amenities and spaces, implementation of restrictions or limited capacity in shared spaces (community space, lounges, kitchen, laundry rooms, elevators, etc.).
7.5 **Health and Safety**: By signing this Agreement, the student assumes the risk and acknowledges there is inherent and elevated risk of contracting any transmissible disease/illness simply due to the dense population in the residence halls and other on-campus housing. Likewise, the student acknowledges that:
7.5.1. The student is required to comply with all health and safety law, orders, ordinances, policies, regulations, and guidance adopted by the University or Department as it relates to any transmissible disease/illness (i.e., COVID-19, meningitis, and other infectious diseases). This guidance may evolve as circumstances warrant.
7.5.2. The student must adhere to university expectations intended to minimize risk of exposure to a transmissible disease/illness consistent with health and safety guidance.
7.5.3. The University may require students to leave University housing in the event that the student's continued presence poses a health or safety risk to the residential community.
7.6 **Photo Release**: The student grants University permission to: record Resident's participation and appearance on videotape, audiotape, film, photograph or any other medium; use student's name, likeness, voice and biographical material in connection with such recordings; exhibit or distribute such recordings in whole or in part without restrictions or limitation for any legal purpose, including without limitation educational or promotional purposes, which the University and those acting pursuant to its authority deem appropriate; and copyright such recordings in its own name or to publish, to market and to assign without consideration, compensation or report to student.
7.7 **Operated Properties**: Students assigned to a facility that is not fully owned, managed, or operated by the 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 override some University rules and regulations depending upon the issue or circumstances. It is understood and agreed by all parties that the University shall have no liability or control with respect to the maintenance or management of non-owned housing properties, nor for any student damages or losses that may result due to the property owner's acts or those of its management company or its contractors.
7.8 **Length of Agreement**: The start and end dates and the length of Agreement may be adjusted to align with the University academic calendar with no adjustment to rates. Students must be vacated within 24 hours after the student's last spring semester exam or by 12:00 p.m. on the published spring semester closing date, whichever comes first, unless the student is graduating.
7.9 **Headings**: Section headings used in this Agreement are for convenience only and are not to be construed as part of this Agreement.

7.10 **Modifications**: Upon notice to the student, RL&L, and the University reserve the right to modify any provision of this Agreement when reasonably necessary to operate the residential facility efficiently and effectively. No oral statement made by any agent of the University shall be considered a waiver or modification of any term or condition.
7.11 **No Waiver**: 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.
7.12 **Severability**: If any provision, or portion of any provision, 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.
7.13 **Jurisdiction and Venue**: The Agreement shall be construed, interpreted, and enforced pursuant to the laws of the State of Florida. The parties agree that the state and federal courts sitting in Volusia County, Florida will have exclusive jurisdiction over, and be the exclusive venue for, any disputes arising out of this Agreement.
7.14 **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 original, but all of which together shall constitute one and the same instrument.

8. SIGNATURES
By logging into the student housing software 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 18 or over.

Students under 18
Students under the age of 18 that submit a Housing Application/Agreement in the university's online housing system are required to obtain a Parent/Legal Guardian electronic signature in order to complete the Housing Application/Agreement. When completing the Housing Application in the university's online housing system, the student will be asked to provide their parent/legal guardian’s email address. Once the student submits their application, an email will be sent to the parent/legal guardian to review and electronically sign the Housing Agreement. The Parent/Legal Guardian must then submit an electronic signature to finalize the agreement with Residential Living & Learning.