

UNIVERSITY OF NORTH FLORIDA HOUSING AND RESIDENCE LIFE
2025/2026 HOUSING CONTRACT TERMS AND CONDITIONS

This contract is for the following housing facilities and is valid for the following academic terms:

FALL 2025 and SPRING 2026 for Osprey Hall, Osprey Landing, Osprey Cove, Osprey Crossings, Osprey Village, Osprey Fountains and a new housing facility to be named (opening Fall 2025)

FALL 2025, SPRING 2026 and SUMMER 2026 for The Flats at UNF

This Student Housing Contract ("Contract") establishes a legal, binding agreement between the University of North Florida Board of Trustees, a public body corporate for the benefit of the

Department of Housing and Residence Life (University of North Florida) and the Student Resident(s) for use
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occupancy dates. Specific occupancy dates for the contract term begin on the first day the facilities are designated "open" and end on the last day when the facilities are designated "closed." Specific "opening" and "closing" dates for each term are determined and published by the Department. Facilities may be designated "closed" during certain holiday or semester break periods. Dates between contract periods ("intersession") are NOT a part of any contract period and may be subject to additional fees and rents. FSCJ and EWU residents are subject to such specific occupancy dates, regardless of FSCJ and EWU academic calendar. Occupancy shall be deemed delivered when Resident is checked into their assigned accommodation and shall be deemed concluded when written authorization is completed and keys are returned, or access is terminated by the appropriate Department official.

4. ASSIGNMENT PROCEDURES AND PRIORITIES: The Contract does not guarantee a bed assignment. Assignment to a bed space, or the ability to participate in scheduled on-line room selection processes (if applicable), is solely determined by the Department.

7. LIMITATION OF LIABILITY; INDEMNIFICATION: University, the Florida Board of Governors, the State of Florida, their officers, employees, representatives, and agents shall not be liable for injury or inconvenience to persons, for loss of or damage to personal property caused by the failure or interruption of utilities, such as heating, air conditioning, water, electricity, telephone, cable TV service, high speed data access, and the like, or for power surges or water leaks. University is insured under the Flor

areas within residence facilities, including furniture, walls, doors, locks, equipment, and appliances, and for jointly controlled courtyards, grounds, walkways, appliances, furniture, and equipment within the residential community. Resident may be charged for damages Resident causes to joint use or joint access areas of the building where Resident's assigned room, suite or apartment is located.

11. BEHAVIOR AND CONDUCT: Resident is responsible for knowing and adhering to University regulations, policies and procedur(i)4 (d)10 wd for ppar

Cancellation July 1, 2025 – August 12, 2025

\$1,000.00 Cancellation Fee + Non-refundable \$100.00 Processing Fee = total amount due to cancel contract

Cancellation after August 12, 2025

Student assessed one half of the remaining amount owed on the full agreement = total amount due to cancel contract

First-time in College students (FTICs) admitted for the Summer 2025 or Fall 2025 academic term who do not enroll at UNF for Fall 2025 and who submit a cancellation request in the myHousing portal before April 1, 2025 will be granted a contract cancellation without the assessment of a cancellation fee.

The \$100.00 Processing Fee is not refundable for all Housing Contracts. adm 20250.001 r 202 (ng)

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(1) that Resident has been convicted of a felony or any crime against persons or property involving conduct which may threaten the safety or security of other residents or their property or (2) that there are reasonable grounds to believe Resident has engaged in conduct which may threaten the safety or security of other residents or their property regardless of whether such conduct has resulted in an arrest or conviction.

19. PHOTO RELEASE: The Resident grants to University permission to: record Resident's participation and appearance on videotape, audiotape, film, photograph or any other medium; use Resident'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 Resident.
20. NOT A LEASE: The Contract is not a lease and is not governed by the Florida Residential Landlord Tenant Act. University Housing is located on land owned by the State of Florida.
21. ENTIRE CONTRACT: The Contract represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all of the negotiations, understandings and representations (if any) made by and between such parties. None of the terms and provisions hereof may be amended, supplemented, waived or changed orally, but only in writing signed by each of the parties hereto. Any alterations by the Resident to the terms contained within the Contract will neither be honored nor deemed valid without specific written approval from the Director recognizing acceptance of and identifying the proposed alterations.
22. MISCELLANEOUS: The parties are independent contractors. The Contract is governed by the laws of the State of Florida and any provisions contained in the Contract in conflict therewith shall be void and of no effect. Any suit, action or proceeding arising in connection with the

to be sued; or (3) a waiver of sovereign immunity of the State of Florida, its agencies, agents and public bodies corporate beyond the waiver provided in § 768.28, Florida Statutes.

(b) The parties shall allow public access to all documents, papers, letters, or other material **subject** to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with the Contract. Any failure to so allow shall constitute grounds for the University's termination of the Contract.

(c) Any provisions contained in the Contract in conflict with the laws, statutes, rules and regulations of the State of Florida, its agencies, agents and public bodies corporate, shall be void and of no effect.

**ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY AND PROMISE TO PAY FOR TUITION, FEES,
AND OTHER UNIVERSITY CHARGES
(ACKNOWLEDGEMENT & PROMISE TO PAY)**

THIS INSTRUMENT AFFECTS THE SIGNER'S LEGAL RIGHTS

By signing this acknowledgement & promise to pay, I acknowledge and understand that when I register for any class at, or receive any service from, the University of North Florida (UNF) I accept full responsibility to pay all tuition, fees, and other associated fees assessed as a result of my registration and/or receipt of services. **I further understand and agree that my registration and acceptance of these terms constitutes a promissory note (i.e., a financial obligation in the form of an**

ACKNOWLEDGEMENT, INDEMNITY, WAIVER AND RELEASE OF LIABILITY
("RELEASE")

(STUDENT HOUSING & RECREATION VENUES)

THIS AFFECTS YOUR LEGAL RIGHTS.

PLEASE READ CAREFULLY BEFORE SIGNING BELOW.

I acknowledge that my use of the University of North Florida ("UNF") Osprey Clubhouse, Osprey Fountains, The Flats at UNF and a new housing facility to be named (opening Fall 2025) recreational venues (each, a "Venue"), including swimming pools, lazy river, fitness centers, aerobic studio and recreational fields and courts, involves risks to me. Those risks include bodily injury, including loss of life, and property damage. Those risks may increase if I use a Venue at a time not permitted or in a way other than the Venue is designed to be used.

I acknowledge and agree that:

1. I at least eighteen (18) years old or, if not, that my parent(s) or legal guardian(s) has signed this Release.
2. I have read this Release and I have asked for clarification of any part that I did not understand.
3. I am required to act in a responsible manner at all times during my use of a Venue and I will be held responsible for my own behavior and will respect the property of UNF and others.

4. I must obey all state and

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promotional purpose which the UNF and its employees deem appropriate. All such recordings shall be UNF's property.

9. UNF does not provide personal

I acknowledge and agree to everything contained in this Release, that I intend to be bound by this Release, and that I have voluntarily signed the Release.

NOTE: If I am under 18 years of age, I understand that while I am responsible for abiding by this Release I am not permitted to execute this Release or participate in this Activity without approval of my parent or legal guardian, who must execute this Release on my behalf.