



Department of Housing and Residential Life
Housing Agreement 2018-2019

Name of Student: _____ UM-ID: _____
(Please Print)

By signing this Agreement, the student agrees to respect and adhere to all policies and procedures pertaining to University of Miami housing as outlined in the terms and conditions and any other University publications which are made a part of this agreement by reference.

Student Signature: _____ DATE: _____

TERMS AND CONDITIONS

By signing this Agreement, the student agrees to respect and adhere to all policies and procedures pertaining to University of Miami housing as outlined in these Terms and Conditions, the Department of Housing and Residential Life website at www.miami.edu/housing, the University of Miami Students Rights and Responsibilities Handbook, the current Undergraduate Bulletin, and other applicable University publications which are available on the web at www.miami.edu. The aforementioned publications are made a part of this Agreement by reference. The student further agrees to check their university-issued e-mail account regularly as that account is used for official University communications. Submitted Agreements for University housing are subject to review by the Executive Director of Housing and Residential Life or their designee. Pursuant to such review, residency may be denied upon cause and any monies paid prior to occupancy will be refunded.

1. **Duration.** The Housing Agreement is for the entire academic year or remaining portion thereof. Any student who leaves University housing during the agreement period without official written release from the Executive Director of Housing and Residential Life (or designee) continues to be liable for charges during the agreement period. Students who have submitted completed agreements must arrive and claim their housing assignment by 5:00 p.m. the day classes begin each semester. Assignments that are not claimed by that time will be subject to termination or relocation. The academic year reference shall be in accordance with the undergraduate calendar published in the Undergraduate Bulletin.
2. **Prepayment.** Completed agreements for housing must be accompanied by a securing \$500.00 prepayment. Agreements which are not accompanied by the prepayment will not be accepted and neither the student nor the University will have any obligations under this Agreement. Prepayments will be credited toward the initial housing charge.
3. **Payment.** Full payment must be completed by the date indicated on your student account statement. Payments are due as specified unless the Office of Student Account Services has approved in writing deferred payment arrangements setting forth minimum periodic payment amounts and due dates. As long as money is owed to the University, release of transcripts or diplomas may be prohibited.
4. **Cancellation, Withdrawal and Termination.** All agreements for housing are binding for the academic year or remaining portion thereof. Students who cancel their agreements, withdraw from the University, or are terminated from on-campus housing are subject to the penalties outlined below:
 - A. **Housing - Withdrawal or Non-Enrollment:** Requests for cancellation of the housing agreement by students who withdraw or will not be enrolled must be received in writing. Students who withdraw from the University or do not enroll will be assessed the following amounts:
 - 1) **Payment for time checked into your assignment until cancelled or released.***
 - 2) **Assessed a cancellation penalty of \$500.00.**
 - B. **Housing - Release from Agreement:** Requests for release from the Agreement while maintaining enrollment must be made in writing to the Department of Housing and Residential Life. Approved requests will be assessed the following amounts:

Fall Semester Related Cancellations

Prior to May 31, 2018:

- 1) **Assessed a cancellation penalty of \$500.00.**

After May 31, 2018:

- 1) **Remain responsible for fall semester housing charges unless the vacancy created by the cancellation can be filled by another qualifying University student (e.g. NEW applicant), thereby reducing the number of available spaces on campus.**
- 2) **Assessed a \$500.00 cancellation penalty when and if the fall semester housing charges are credited.**

3) **Payment for time checked into your assignment until cancelled or released.***

Spring Semester Related Cancellations

Prior to December 1, 2018:

- 1) **Assessed a cancellation penalty of \$500.00.**

After December 1, 2018:

- 1) **Remain responsible for spring semester housing charges unless the vacancy created by the cancellation can be filled by another qualifying University student (e.g. NEW applicant), thereby reducing the number of available spaces on campus.**
- 2) **Assessed a \$500.00 cancellation penalty when and if the spring semester housing charges are credited.**
- 3) **Payment for time checked into your assignment until cancelled or released.***

* Charges begin with the first day of housing availability as stated in the University undergraduate calendar through the end of the week the student's agreement is cancelled and the student has checked out of his/her room and turned in the check-out envelope, including room keys or Onity key cards to the room, to the reception desk.

5. **'Cane Card I.D. Cards.** 'Cane Cards are issued for personal use only and may not be altered, borrowed, sold or reassigned in any manner. Failure to present your 'Cane Card when requested by a University official and/or misuse of 'Cane Card in University housing will result in a \$25.00 administrative charge and may subject the student to disciplinary action.
6. **Registration.** The student signing this agreement states that they have been admitted and will be formally enrolled and registered at the University as a full-time, degree seeking undergraduate student. Failure of the student signing this agreement to register as a full-time student with the University by end of the third week of each semester shall be considered a material breach of this agreement and the University may, at its sole option, terminate this agreement. Written notice shall be given to the student stating when the premises shall be vacated upon such termination. Students who fail to enroll shall be responsible for payment of the entire amount of the housing agreement (except as provided in section 4).
7. **Assignments.** While every attempt is made to accommodate student preferences for room assignments, the University reserves the right to assign or to change an assignment to a location different from that assigned and different from that where a student may be residing. In all matters pertaining to assignments, consolidations, cancellations, terminations, forfeitures, agreement releases, and refunds, the decision of the Executive Director of Housing and Residential Life (or designee) is final; this includes medical or other public health circumstances as well as other emergency situations.
8. **Departure.** When students move out of University housing, they must check out through the reception desk in their residential college or University Village and remove all of their personal belongings. The student must use the Express Checkout process. Students who do not return room keys or temporary Onity key cards will be assessed a re-key/replacement card charge. Failure to properly checkout will also result in a \$100.00 fine. Students who do not depart by established check-out date and time will be assessed a late check-out fine of \$100.00 per day. The student is responsible for any and all damage to the room. Transcripts and diplomas shall not be released until any damage or other assessments have been paid.
9. **Regulations.** Please refer to the Department of Housing and Residential Life website: www.miami.edu/housing. Students who do not follow the regulations contained in this website as well as the additional publications referred to in first paragraph of these Terms and Conditions may be fined. Please refer to the University of Miami Student Rights and Responsibilities Handbook for specific fine amounts. Referral for disciplinary action is also possible. Damage charges will be assessed against the individual responsible. If individual responsibility for damages, over and above normal wear and tear, cannot be identified as to the person or persons responsible, then the students assigned to the damaged room and/or area will be assessed equally. Students are not permitted to paint their room or repair damaged University property. All damaged University property must be reported to the appropriate reception desk, which will make arrangements for necessary repairs, and assess charges when appropriate.
10. **Violation of policies.** If a student is found to be in violation of any University policy as specified in the aforementioned publications, the University and the Department of Housing and Residential Life reserves the right to change the student's accommodation or to terminate this agreement. The University and the Department of Housing and Residential Life also reserves the right to terminate housing and/or prohibit future housing for students whose actions are not in the best interests of other students or the University, including medical or other public health circumstances as well as other emergency situations.
11. **Damages/Personal Property Insurance.** The University is not liable for loss or damage to property caused by fire, rain, windstorm, hurricane, theft or vandalism, or other act of God or casualty or any causes beyond the control of the University. The University shall not be liable for damages caused by failure to maintain or repair the building, unless it has failed to make necessary repairs or maintenance within a reasonable time after notification to the Physical Plant/ Facilities Administration Department for need of such repairs. **Personal property insurance is strongly recommended and is available from GradGuard**, a service of Next Generation Insurance Group. Renters insurance from GradGuard is designed specifically for college students and provides valuable protection if a student's personal belongings are stolen or damaged by a covered peril, including laptop computers, smart phones, bicycles, game consoles, textbooks, clothing and other items. Renters insurance also protects students financially for unintentional damage to the student's residence or bodily injury to others for which the student is legally liable, within the residence premises.

12. **Nondiscrimination.** It is the policy of the University of Miami that no person within the jurisdiction thereof shall, on the basis of race, religion, color, sex, age, disability, sexual orientation, gender identity or expression, veteran status, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination or harassment (including all forms of sexual harassment and sexual violence) under any program or activity of the University, regardless of whether such program or activity occurs on-campus or off-campus.
13. **Choice of Law and Venue.** This agreement shall be governed by the laws of the State of Florida, without giving effect to its conflict of law provisions. Any dispute under this Agreement shall be heard in a court of competent jurisdiction located in Miami-Dade County, Florida.

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