



DEPARTMENT OF HOUSING AND RESIDENTIAL LIFE  
HOUSING AGREEMENT – WINTER INTERSESSION 2020  
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](http://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](http://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 WINTER INTERSESSION HOUSING AGREEMENT IS FOR THE ENTIRE APPLICABLE WINTERSESSION TERM OR REMAINING PORTION THEREOF:

- Winter Intersession A: November 24-December 11
- Winter Intersession B: December 11-January 19

ANY STUDENT WHO LEAVES WINTER INTERSESSION 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 a completed Agreement must arrive and claim their housing assignment by 5:00 p.m., the day the applicable winter intersession term begins. Assignments not claimed by that time will be subject to termination or relocation. The winter intersession term reference shall be in accordance with the undergraduate calendar published in the Undergraduate Bulletin and through information provided on the Housing & Residential Life website.

2. **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.

3. **Cancellation, Withdrawal and Termination.** ALL AGREEMENTS FOR HOUSING ARE BINDING FOR THE WINTER INTERSESSION TERM APPLIED FOR 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:** Requests for cancellation of the housing agreement by students who withdraw from the University must be received in writing. Students who withdraw from the University 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 must be made in writing to the Department of Housing and Residential Life. Approved requests will be assessed the following amounts:

**Prior to December 1, 2020:**

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

\* Charges begin with the first day of housing availability as stated in the University undergraduate calendar and on the Housing and Residential Life website, and are assessed daily until student's agreement is cancelled and the student has checked out of his/her room, indicating the vacating of the room to the reception desk.

**After December 1, 2020:**

- 1) Remain responsible for selected winter intersession term 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 winter intersession housing spaces.

- 2) Assessed a \$500.00 cancellation penalty when and if the winter intersession term housing charges are credited.

4. **'Cane Card I.D. Cards and Access Utilization.** 'Cane Cards are issued for personal use only and may not be altered, borrowed, sold or reassigned in any manner. Additionally, resident students may not provide access to their room/apartment to anyone utilizing their MobileID app and it is solely for their secondary utilization for access other than their Cane Card. Failure to present your 'Cane Card when requested by a University official and/or misuse of 'Cane Card in residential areas will result in a \$25.00 administrative charge and may subject the student to disciplinary action.
5. **Registration.** The student signing this agreement states that they were enrolled at the University during the most recent academic term, or will be enrolled in the upcoming spring academic term. Failure of the student signing this agreement to be enrolled as a student with the University 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 3).
6. **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. Allowing non-contracted persons to reside in the apartment is not permitted and there is no subletting of assigned spaces. 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.
7. **Departure.** When students move out of University housing, they must check out through the reception desk in their residential area, utilizing the outlined checkout process. Failure to properly checkout will 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 assessments have been paid.
8. **Regulations.** Please refer to the Department of Housing and Residential Life website: [www.miami.edu/housing](http://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.
9. **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.
10. **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 Insurances 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.
11. **Nondiscrimination.** It is the policy of the University of Miami that no citizen of the United States or any other person within the jurisdiction thereof shall, on the grounds of race, color, national origin, religion, sex, sexual orientation, age or handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in employment or under any educational program or activity of the University.
12. **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.