



Florida Keys Community College

Lagoon Landing

2011 – 2012 Housing Contract Terms and Conditions

1. Parties and Agreements

This contract is an agreement between Florida Keys College Campus Foundation, Inc. (hereinafter the "FKCCF" or "licensor"), with Florida Keys Community College acting as manager (hereinafter the "College") and the student (the "licensee"). If the student is under 18 years of age, this contract is also an agreement between the College and the student's parent, guardian or other guarantor. This contract must also be executed by the parent, guardian or guarantor if the student is under 18 years of age. In performance of this contract, the College shall not unlawfully discriminate on the basis of race, religion, gender, age, sexual orientation, marital status, national origin, disability or veteran status. The parties to this agreement, in consideration of the mutual covenants and stipulations set forth herein, agree as follows:

A. The College shall grant the student a limited, nonexclusive, nontransferable and revocable license to use and occupy an assigned room in the residence hall in accordance with the within and foregoing terms and conditions. The parties to this contract do not intend that an estate, a tenancy or any other interest in property should pass from the College to the student nor is it intended that a usufruct be granted to the student. Instead, it is the intention of the parties that the relationship between the College and the student be that of licensor and licensee and that the sole right of the student to use his/her assigned room as a living unit shall be based upon the license granted in this contract.

B. The College reserves the right to revoke the student's license if the student violates any College policies, rules, regulations or procedures as set forth in the College Student Handbook or the Residence Hall Community Guide. The student is also responsible for observing all applicable federal, state, and local regulations and laws. The College reserves the right to make other rules and regulations as in its judgment may be necessary for the safety, care, and cleanliness of the residence hall and for the preservation of order. The student agrees to abide by all additional rules and regulations that are adopted.

2. Eligibility

To qualify for residency in the residence hall, students must be registered for at least 6 credit hours at the College for each academic term of occupancy. Preference will be given to first-time-in-college, full-time, degree-seeking students. Exceptions to the class registration requirement may be authorized by the Director of Residence Life for the Summer Term.

All registered students who are not Monroe County, Florida residents at the time of their admission and initial matriculation must reside in the residence hall if space is available, unless they meet one of the following exception criteria: 1) living with a relative within Monroe County; 2) living with spouse or domestic partner; 3) living with dependent child/children; 4) age 21 or older prior to the first day of classes of their first term of enrollment; 5) financially independent as determined by financial aid classification.

Requests for exemption to the live-on requirement on the basis of compelling individual circumstances will be considered. Any such exceptions will be granted on an individual basis and based on documented circumstances. Students who wish to be exempt must apply for an exemption prior to the start of the academic term.

3. Payment of Housing Fees

The student agrees to pay to the College a housing fee for his/her assigned residence hall space and all other charges as provided in this contract. Other charges include residence hall association fees and miscellaneous charges for items, including, but not limited to lock security fees, early check-in fees, room condition fees, improper room change fees and damages. The housing fees are pending College approval and may be adjusted pursuant to that approval, no later than the published move-in date.

A. The first term housing security deposit of \$250.00 must be received by the Business Office before a room assignment can be made. The balance of the first term housing fee is due by all students by the date that fees are due prior to each term as determined by the Business Office. The executed contracts by all students must be received by the Residence Life Office by 5:00 p.m. on the contract due date.

B. All resident students are required to pay a hall council fee which is allocated to fund programs and activities in the residence hall.

C. Square footage of the space assigned is not a factor in determining the amount of the housing fee.

D. Billing information and other student account correspondence will be e-mailed to the student's official College e-mail account on record with the College. The College recognizes e-mail as an official means of communication. Written copies of bills will not be mailed. Any time a charge or payment posts to the student's account, the student will be e-mailed a notice to access and review his/her account for recent activity. In addition, e-mail notices will be delivered informing students of impending due dates, late fee deadlines and schedule cancellation dates. It is the student's responsibility to check his/her e-mails regularly in order to receive timely billing notifications.

E. If the student is under 18 years of age, his/her parent, guardian or other guarantor agrees to guarantee to the College that the student will pay all housing fees and other charges as provided in this contract. The parent, guardian or other guarantor further agrees that if the student for any reason fails to make such payments the parent, guardian or other guarantor shall make all such payments to the College. This agreement between the College and the parent, guardian or other guarantor is an undertaking that is separate and distinct from the College's agreement with the student, which is contained in Section 3 above.

4. Assignment to Suite and Room

The College reserves the sole right to make all suite and room assignments and to make any subsequent changes the College deems advisable or necessary. Students are assigned to rooms based on available space and the information submitted on the Housing Application. While every effort is made to honor preferences and match roommates, no guarantees can be made.

A. Room and Suite Changes

1. All requests to change a room and/or suite assignment should be submitted according to the procedure announced by the College.
2. Changes will be granted priority by request type in the order the requests are received and to the extent practicable as solely determined by the College.
3. A charge of \$50.00 will be assessed to any student who changes his/her room or suite assignment without prior approval of the College.

5. Contract Period and Occupancy

This contract is for the entire academic year and covers the student's residency from the official opening of the residence hall prior to fall term through 24 hours after the student's last final exam of the spring term, and summer term if the student is enrolled for classes. The College considers the student to be occupying the assigned room when the student signs for a room key at check-in and not occupying when keys are returned at checkout.

A. Beginning of Occupancy: The student is authorized to occupy his/her assigned room beginning on the date and time designated by the College as the official opening day for the residence hall. The student's failure to occupy his/her assigned room each term by 9:00 a.m. on the first day of classes entitles the College to assign the room to another individual and to cancel the student's space and assess appropriate fees as listed in Section 12. If the College receives, by 5:00 p.m. on the day immediately preceding the first day of classes, written notification that the student's arrival will be delayed, the College will within reason attempt to hold the original assignment for the student.

B. Termination of Occupancy: (1) The student may continue to occupy his/her assigned room for 24 hours after completion of the student's last scheduled examination or until 10:00 a.m. on the day immediately following the last scheduled examination according to the official College calendar, whichever is earlier. (2) If this contract is terminated before the end of the contract period, the student may occupy his/her assigned room no later than 24 hours after the student is notified of the termination.

C. Holidays and Break Periods Between/During Terms: This contract does not provide for housing space during the Thanksgiving holiday, periods between terms, or spring break. Students will be notified in advance as to the times when the residence hall will be closed.

6. Assignability of Contract

This housing contract may not be assigned or otherwise transferred nor may the student's space be occupied or controlled by another person or entity.

7. Care of Space, Room, Suite and Building

The student is responsible for the condition of the room/suite and all furnishings that are assigned to him/her, and he/she shall reimburse the College for all damage to the room or suite and damage to or loss of the furnishings, except that are caused by ordinary wear and tear. The student is also responsible for maintaining the cleanliness of his/her room and suite, and he/she shall reimburse the College for all cleaning costs in excess of normal cleaning costs if staff is required, at the College's sole discretion, to clean the room/suite. The student will also be required to share equally with other suite residents the cost of repair or replacement of any College property in common areas of the suite, including, but not limited to hallways and lounges, when the College determines that it is unable to assign liability for such damage or loss. The College, at its sole discretion, shall determine the amount of any such loss or damage. The College shall notify the student of any such charges, and payment is due upon such notification. The student also agrees to refrain from modifying the space in any way.

8. Right of Entry

The College reserves the right to enter the student's suite and room to inspect, verify occupancy, make improvements or repairs, claim College property or control the room in the event of an epidemic or emergency, or if there is reasonable belief that college policy or local, state or federal law is being violated, or any other reason stated in the College student handbook or the most recent edition of the Residence Hall Community Guide.

9. Residence Hall Association (RHA)

Execution of this contract and subsequent residency in the College residence hall guarantees the student membership in the Residence Hall Association and all rights, obligations and privileges incidental to such membership.

10. Limitation of Liability

Although precautions are taken to maintain security of the College campus, the College does not assume any legal obligation to pay for injury to person (including death) or loss of or damage to items of personal property that may occur in its buildings or on its grounds prior to, during or subsequent to the contract period. The student and his/her parent, guardian or other guarantor are encouraged to carry appropriate insurance to cover such losses.

11. Meningitis and Hepatitis B Vaccinations

Florida law requires all students who attend a Florida college *and* reside on campus to receive a meningitis and hepatitis B vaccine, or submit a waiver stating that they have made an informed decision not to be vaccinated (if the student is under 18, a parent or guardian must sign the waiver).

12. Cancellation and Termination of Contract

The terms and conditions for cancelling or terminating this contract are stipulated below according to the enrollment status of the student during the contract period. Once a contract is executed, any cancellation for a reason other than non-enrollment will result in charges as calculated in Section 12.C.1. In addition, the College, at its discretion, may choose to revoke this contract at any time should a student not maintain full-time status. If the student does not maintain full-time status and the College decides to revoke this contract, the College, at its discretion, will decide whether or not to charge the cancellation fee as calculated in Section 12.C.1. The student must contact the Residence Life Office to complete the necessary forms to cancel or terminate his/her contract. In any event, the application fee is non-refundable.

A. Students not enrolled at the College prior to the first day of classes during the contract period:

1. If the Residence Life Office receives the executed contract and written notification from the student of his/her desire to cancel the contract, this contract shall terminate upon the College's verification of the student's non-enrollment. Terms of the contract cancellation are outlined in Sections 12.A.2 and 12.A.3 below.

2. For Fall Term:

a. If written notification of the cancellation is received no later than July 1 immediately preceding the fall term of the contract period and non-enrollment is verified, all housing fees and any additional fees paid by the student pursuant to this contract shall be credited to the student's Student Account.

b. If written notification of the cancellation is received after July 1 immediately preceding the fall term of the contract period and prior to August 1 and non-enrollment is verified, the student will be assessed a \$250.00 cancellation fee. If a security deposit has been received, the cancellation fee will be deducted from the security deposit.

c. If written notification of the cancellation is received on August 1, immediately preceding the fall term of the contract, or thereafter, a \$500.00 cancellation fee will be assessed to the student who does not check into the residence hall. If a security deposit has been received, the cancellation fee will be deducted from the security deposit.

3. For Spring Term:

a. If written notification of the cancellation is received no later than November 30 preceding the spring term and non-enrollment is verified, all housing fees and any additional fees shall be credited to the student's Student Account.

b. If written notification of the cancellation is received after November 30 and prior to January 1 preceding the spring term and non-enrollment is verified, a \$250.00 cancellation fee will be assessed to the student.

c. If written notification of the cancellation is received on January 1 or thereafter, a \$500.00 cancellation fee will be assessed to the student who does not check into the residence hall.

B. Students not enrolled at the College after the first day of classes during the contract period:

1. If the College cancels the student's enrollment this contract shall terminate immediately upon verification of non-enrollment. The student must vacate his/her assigned room no later than 24 hours after the student's non-enrollment is verified. The College shall refund to the student all housing fees paid by the student less any charges for nights of occupancy.

2. If a student ceases to be enrolled at the College for any reason of his/her own action during the contract period, this contract shall terminate immediately upon verification of non-enrollment. The student must vacate his/her assigned room no later than 24 hours after the student's non-enrollment is verified. He/she must remove all belongings from the residence hall, and complete the Room Condition Report at checkout and the Housing Contract Termination Agreement. The student will be refunded a prorated amount of the housing fee per the College Refund Policy Rule no. 7.320 as stated in the Student Handbook.

3. If the student has graduated from the College, his/her contract shall terminate on the date of graduation and the student is required to vacate his/her residence hall space by the closing date for the term of graduation.

4. Upon written notification from any student that he/she will vacate his/her residence hall space early due to completion of graduation requirements and will not return before the end of the contract period, this contract shall terminate upon the completion of the last term of residence and the College's verification of graduation. Upon such verification, the College shall refund to the student any housing fees paid by the student for the remainder of the contract period per the College Refund Policy Rule no. 7.320 as stated in the Student Handbook.

C. Students who remain enrolled at the College during the contract period:

1. Unless specified above, the student who does not cancel by the start of the contract period must pay a contract cancellation fee in the amount of 100% of the remaining balance of the housing fee for the entire contract period.

13. Remedies

The student's breach of any of the obligations established by this contract authorizes the use of any remedy available by law or in equity. Additionally, if the student, his/her parent, guardian or other guarantor fails to pay housing fees or other charges as required by this contract, the College is authorized to use any or all of the following remedies: termination of this contract; removal of the student and his/her belongings from College housing; cancellation of the student's enrollment at the College; restrict the ability of the student to register for classes; and withholding of the student's transcript of grades, diploma, or other records maintained by the College. The College's

failure to enforce at any time any of the provisions of this contract, or its failure to utilize any remedy which is authorized herein, shall in no way be construed as a waiver of such rights or in any way affect the validity of this contract or any part hereof or the right of the College thereafter to enforce each and every such provision.

14. Incorporation of Rules and Regulations

A. College and Residence Hall Rules and Regulations: The College rules and regulations appearing in the most recent edition of the Residence Hall Community Guide and/or College Student Handbook and others that from time to time may be promulgated by the Residence Life Office or the Dean of Student Affairs are made a part of this contract and incorporated herein. Students wishing to review any of these rules and regulations prior to signing this contract may contact the Residence Life Office and request the respective publications or refer to the online version on the College website. In the event of a conflict between said rules and regulations and this contract, the provisions of this contract shall control.

B. Other Laws, Rules and Regulations: This contract shall be governed by the laws of the United States and the State of Florida, the rules and regulations of the Board of Trustees of Florida Keys Community College, and the rules and regulations of College.

15. Addresses for Correspondence

All correspondence required by this contract or otherwise relating to matters contained in this contract from the student (or his/her parent, guardian or other guarantor) to the College shall be e-mailed, mailed or delivered to Florida Keys Community College, Residence Life, 5901 College Rd, Key West, Florida, 33040.

16. Collections and/or Attorney Fees

The student shall be responsible for payment of any and all collection costs and attorneys' fees incurred by the College in collecting any amounts due under this agreement.

17. Severability

If any provision of this contract is ruled illegal or invalid, such ruling shall not affect the validity or enforceability of the remainder of the provisions of the contract.

18. Entire Agreement

Together with the Room Condition Report completed at check-in, the Housing Contract Termination Agreement, the Residence Hall Community Guide and the College Student Handbook, this contract contains the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein, and this contract shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto.