

FLORIDA MEMORIAL UNIVERSITY
DEPARTMENT OF RESIDENTIAL LIFE

OCCUPANCY AGREEMENT

Academic Year 20__ / 20__

Name _____ ID # _____

Permanent Address _____
Number & Street

City, State, Zip Code, Country (if applicable)

Home Phone Number _____

Alternative Phone Number _____

Semester of Entry: Fall___ Spring___ Summer___ Year_____

FMU Academic Classification: Freshman___ Sophomore___ Junior___ Senior___

Housing Status: New ___ Returning___ Out-of-state___ International___

I certify that I have read this agreement and I understand its terms and conditions (sections 1-12) and that I hereby make application for housing to Florida Memorial University and agree to abide by the terms and conditions of the agreement. I also understand that I have 24 hours or until I check into housing (which ever comes first) to completely read this agreement and cancel should I not agree to its terms and conditions.

Signature of Student

Date

**Financial Obligations are involved
Read Carefully – Keep a Copy**

The student 's signature on the Occupancy Agreement serves as an application to the University for campus housing under the terms set forth below. Acceptance of the application by the University forms as an Agreement for housing under which the following conditions apply. The student is to READ and INITIAL each section of the Occupancy Agreement.

___1. **ELIGIBILITY**

A resident of campus housing must be a degree seeking student enrolled in and maintaining a minimum of twelve (12) credit hours per semester at Florida Memorial University. The student may be required to withdraw from campus housing if credit hours taken in any semester drop below the minimum required. Any expectations to remain in campus housing must be granted on an individual basis based on documented academic circumstances.

___2. **DURATION**

This agreement is binding from the date the student is accepted to the University until the last day of the Spring Semester of that academic year.

___3. CONDITION OF OCCUPANCY

This agreement is for a space in the Residence Hall and covers some of the more serious problems. It is not meant to be all-inclusive. Students are expected to conduct themselves in a manner which demonstrate due regard for their fellows residents and guests. Any students signing Occupancy Agreement for space in a Residence Hall is obligated to participate in the College's dining plan and to pay the program fee specified by the University. Exception to this rule may be made at the side discretion of the University on the basis of a bonafide medical or religious dietary restriction in consultations with the University administration and the Dining Service Nutritionist.

___4. TERMS OF OCCUPANCY

Students residing in the Residence Halls must vacate the room and return their key no later than 24 hours after their final exam or noon on the final day of the occupancy period. Graduating students must vacate by noon on the day following the University's graduation ceremony.

Failure to move out within the prescribed period will result in a *\$50 per day fine and possible eviction* in which case the University will not be held responsible for student's belongings and reserves the right to confiscate and dispose of such belongings.

Campus housing is closed between semesters. These periods are not included in the Agreement. The right to use campus housing during these periods is reserved in the University.

___5. ACCEPTANCE AND ASSIGNMENT

Acceptance to this agreement by the University shall be assumed unless rejection is communicated to the students prior to room assignment. Acceptance to this Agreement does not guarantee a specific room assignment. Assignment of a room is contingent upon final admission to the University receipt of Agreement payment and availability of space. Room assignments are made without regard to race, creed or national origin.

Rooms may be occupied ONLY by the students to whom they are assigned. Rooms may not be sublet to other persons. No change in room occupancy may be made without the prior consent of the Director of Residential Life. The University reserves the right to increase the capacity of the room to accommodate an additional student.

If one or more vacancies occur in a room, the remaining students agree to accept other roommates as assigned or move to another room if requested by the University. The University reserves the right to consolidate vacancies. After reasonable notice to the students room assignments may be changed or the Agreement canceled by the University in the best interest of order, discipline, health, safety, security, maximum utilization of facilities or for the students failure to pay rental charges. Disregard for the right responsibilities and duties of others, or the creation of circumstances that could jeopardize life, limb or property are conditions which are not acceptable in the University's housing and may be cause for cancellation of the Agreement.

___6. ROOM CONDITIONS

Rooms are to be kept neat and orderly at all times. Charges will be made for damage to or unauthorized use or alterations of rooms, equipment or buildings and for special cleaning necessitated by improper care of rooms or equipment. All students on a floor are jointly

responsible for care of the common areas and equipment and may be assessed for damages to such areas and equipment.

___7. ROOM INSPECTION SEARCH

Authorized University personnel may enter student rooms for inspection, custodial, maintenance safety, and disciplinary purposes. The student's personal property is not subject to search without legal action or permission of the student except when a reasonable belief exists that a room is being used for a purpose which is illegal or in violation of established student conduct guidelines of the University.

___8. LOSS/THEFT/DAMAGE

The University shall not be held liable for any damages to or loss of personal property in rooms, outdoor areas and storage facilities.

Students are not permitted to make any alteration or tamper with the installed plumbing, heating, air-conditioning, and ventilation, electrical or other building systems. This also includes the floor, walls, furnishings, ceilings, doors and door locks. Painting or structural repairs are also prohibited.

Students are jointly liable for all damage which is caused to the room(s) or any furniture furnishing/fixture therein. Students are liable for the cost of repairing damage to the room(s) and its contents. Removal of furniture, equipment or fixtures is forbidden. Charges for missing or damaged items will be assessed at the replacement cost including necessary labor. *There is a \$50 replacement fee for a lost key.*

___9. RESPONSIBILITIES

- a. Housing fees and service charges are sensitive to operating costs and are subject to fluctuation during the term of this Agreement. The student agrees that any change in fees or service charges will be accepted by the student as part of this Agreement.
- b. Outstanding housing fees are debts due the University. Non-payment of housing fees may result in the University action including but not limited to, withholding transcripts, registration and graduation. If collection procedures become necessary under this Agreement because of delinquency in fee or service charges payment, the student agrees to pay reasonable collection fees, attorney's fees, and court costs.
- c. By signing this Agreement the student agrees to be responsible for knowing and observing University rules, regulations, procedures and guidelines for campus living as they may be published by the Department of Residential Life. The student is also responsible for abiding by any and all applicable federal, state and local laws. All of the foregoing is incorporated by reference into this Agreement. The University reserves the right to make additional rules and regulations as in its judgment may be necessary for the safety, care and cleanliness of the facilities and for the preservation of good order therein. Students are bound to such rules and regulations. The University agrees to make reasonable effort to inform students of any such changes. The student is subject to disciplinary and legal action monetary charges, changes in room assignment and Agreement cancellation for violation of the terms of the Agreement.

10. **NOISE**

The room(s) shall be used only for study and living purposes. Excessive noise, including the playing of musical instruments, radios, television sets, audio equipment, etc. at loud volume is strictly prohibited in the Residence Halls and outdoor areas. If after reasonable warning a student persists in creating excessive noise, administrative action may be taken in the form of confiscation of equipment, monetary fines or eviction.

11. **ALCOHOL DRUGS**

The use, possession and/or sale of alcohol and drugs are prohibited. Violators will be subject to immediate suspension from the Residence Halls and University. A student does not have the right to appeal this decision.

12. **DANGEROUS ARTICLES/SUBSTANCE**

The items and activities specified below are prohibited in all Residence Halls. Violators will be fined at least \$50.00 and may be subject to other fines, relocation, and denial of university housing, suspension, or disciplinary action, as well as civil and criminal liability. If dangerous articles, substances, etc. are discovered in rooms, they will be impounded by the University officials.

- a. **Dangerous Articles and Substance:** Possession or use of air rifles, bb guns, pistols, firearms, ammunition, gun powder, fireworks, explosive, gasoline, and other dangerous articles or substances is prohibited.
- b. **Fire Safety:** Placing false alarms, interfering with proper functioning of fire alarm systems, and tampering with or removing bells, alarms, fire detection equipment are prohibited. Violators will be fined and must bear the cost of recharging, repairing and replacing equipment used or damaged.
- c. **Roofs and Windows:** Residents are forbidden to climb through windows, or to be on ledges, walls, and roofs of building.
- d. **Thrown Objects:** The throwing of objects at windows or from windows is prohibited.
- e. Sports activities are prohibited in the hallways and other indoor areas. This includes wrestling, boxing, running, etc.

13.

The student has read the current addition of the Florida Memorial University Student Handbook and understands that he/she is responsible for its contents. The student has a copy of the FMU Student Handbook in his/her possession.

This agreement is governed by the Laws of the State of Florida.