

# *Jacksonville University Housing Contract (2020-2021)*

## 1. Parties

This Contract is made by, and between, Jacksonville University (also referred to as the University), and the student (referred to as the resident). The University and The resident, in consideration of the terms and conditions stated in this document, do hereby agree to abide by this contract.

## 2. Contract Terms & Conditions

### Contract Eligibility

- A. Any student who is enrolled full-time at Jacksonville University may enter into this contract. The University does not discriminate on the basis of race, color, age, veteran status, gender, national origin, religion, marital status, sexual orientation, gender identity or presence of a disability. Residents that change from full-time status to part-time status during the contract period are not relieved of their responsibilities under this contract.
- B. All new students to Jacksonville University are required to live on-campus at Jacksonville University for three (3) academic years.
- C. You are not required to live on-campus during your first three years at Jacksonville University if you meet any of the following criteria:
  - You are at least 22 years old.
  - You are legally married.
  - You are currently serving on active duty in the military.
  - You live with an immediate family member in Duval County, Florida. ***The Residential Life Office defines "immediate family member" as a parent, child, legal guardian, or a sibling.***
  - You are a transfer student who is at least three years removed from high school.
- D. Returning students are eligible to live in the Village Apartments during the fall and spring semesters if they meet one of the following criteria:
  - Are 21 years of age or older by the first day of the term.
  - Have earned 60 or more credit hours by the first day of the term.
- E. This contract may not be transferred or reassigned. This includes subletting.
- F. Providing false or misleading information constitutes grounds for the University to terminate this contract.

### Duration of Contract & Dates of Occupancy

- A. This contract is effective upon application for on-campus housing. It is binding for the entire academic year or that portion of the academic year remaining at the time of occupancy. The resident, except under the conditions listed under Contract Release, cannot terminate the housing contract. Failure to officially check-in does not release a student from the financial obligations for on-campus housing.
- B. The occupancy period for returning students begins on August 24, 2020 and ends on December 11, 2020 for the Fall 2020 semester. The occupancy period for new students begins on August 21, 2020 and ends on December 11, 2020 for the Fall 2020 semester. For the Spring 2021 Semester, the occupancy period for both new and returning students begins on January 9, 2021 and ends on April 30, 2021.
- C. On-campus housing outside the established occupancy periods is not guaranteed.
- D. On-campus housing during the "winter break" holiday (beginning December 12, 2020 and ending January 8, 2021) will be granted to students through a request and approval process. Students who request and receive approval for on-campus housing during the "winter break" will receive communication from the Residential Life office notifying them of the ability to reside on-campus during that time.
- E. Residents agree to vacate their assigned room and officially check-out by the date/time the residence halls close or within 24-hours (whichever occurs first) upon:
  - Loss of status as an enrolled student
  - Failure to register for credit course work by the 5th day of classes
  - After their last exam
- F. When a student is removed from housing as a result of disciplinary action the contract is terminated and no room or board fees will be refunded. Students who are removed from housing can reapply for on-campus housing after the end of the sanctioned removal period.

### The University Agrees

- A. The University will provide a room accommodation to the resident for a period of one academic year (limited to the subsequent fall and spring semesters) exclusive of the Winter Break period unless the resident is required to

be at the university during this time or a request is made and granted. Services provided by the University, including access to the assigned building and room, begin on the designated check-in dates for the specific area.

- B. The University will provide staff in accordance with University policy, who will help facilitate a living experience that complements the academic mission of the University.
- C. Exclusive of unanticipated weather events and building system failures, both internal and external to the university, that may disrupt service, the University will provide adequate light, heat, electricity, hot water, and telecommunication services (limited to phone and internet connection) to residents using all available resources. Student rooms shall be furnished with a bed, mattress, desk, desk chair, and wardrobe/closet space.

**The Resident Agrees**

The resident agrees to pay all fees specified, to observe all rules and regulations of Jacksonville University and to abide by the Code of Conduct, Residential Life Policies, this contract, and any addendum, as well as other University publications/policies. Residents assume total responsibility for their room/suite/apartment and for the behavior and activities which occur within all assigned living areas. Failure to fulfill the terms of the above may lead to termination of this contract, removal from on-campus housing, and discipline action resulting in a sanction including and up to expulsion.

**Rates**

- A. The following fees outlined herein (per semester) are subject to approval and change by the Board of Trustees.
- B. If demand for housing exceeds the traditional capacity and changes to a room’s capacity are made, the rates below may be adjusted.

**2020 – 2021 Room Rates (Per Semester)**

<b>North Campus Hall</b>	\$4,750
<b>Williams Hall</b>	\$4,750
<b>Oak Hall</b>	\$4,750
<b>Village Apartments</b>	\$4,750
<b>Botts Hall</b>	\$4,750

**2020 – 2021 Board Rates (Per Semester)**

<b>Unlimited Access Dining Plans (Required for North, Williams, Oak, and Botts Residents)</b>	
Unlimited Access Silver & \$500 Flex per Semester	\$2,530
Unlimited Access Gold & \$650 Flex per Semester	\$2,598
Unlimited Access Platinum & \$800 Flex per Semester	\$2,655
<b>Apartment Dining Plans</b>	
50 Meals + \$400 Flex per semester	\$895
100 Meals + \$450 Flex per semester	\$1,375
<b>Supplemental Plans</b>	
\$300 Flex per semester	\$ 270
\$150 Flex per semester	\$ 135

- All students who live on campus must purchase a Dining Plan
- “Unlimited Access” refers to unlimited meals in the Riverview Dining Hall
- All “Meals” may only be used at the Riverview Dining Hall
- Flex \$ can be used to purchase any item in all dining service locations
- Supplemental Plans can be purchased by residents in addition to All Access and Apartment Dining Plans
- All Dining Plans can also be purchased separately by commuter students

**Payments**

- A. Newly admitted students must pay the university enrollment deposit prior to obtaining access to the housing application. The university enrollment deposit is a separate fee managed through the Bursar’s Office.
- B. Current students must meet the same requirements regarding account holds set forth by the registrar regarding holds and registering for classes in order to access the housing application.
- C. All charges from the Residential Life Office are billed to individual student accounts. Payment of fees can be arranged through the Bursar’s Office.

- D. Once a student has picked up a room key, they are responsible for a minimum 25% charge for room and board, notwithstanding charges based on the refund schedule. Students who leave JU between the Fall and Spring semesters without properly informing the office of their departure and successfully completing a checkout procedure will also be responsible for a minimum 25% charge for their Spring semester room and board.
- E. Refunds for room and board charges will be made based on the schedule set by the Registrar's office for refunds on other university fees. These dates are subject to change based on the discretion of the administration, Registrar, or Residential Life office. The pre-determined schedule is as follows:

#### **Fall 2020**

- Cancellation and Move Out Prior to 5:00pm August 28, 2020: Full Refund
- Cancellation and Move Out Prior to 5:00pm September 4, 2010: 75% Refund
- Cancellation and Move Out Prior to 5:00pm September 11, 2020: 50% Refund
- Cancellation and Move Out Prior to 5:00pm September 18, 2020: 25% Refund
- Cancellation and Move Out After 5:00pm September 25, 2020: No Refund

#### **Spring 2021**

- Cancellation and Move Out Prior to 5:00pm January 8, 2021: Full Refund
- Cancellation and Move Out Prior to 5:00pm January 15, 2021: 75% Refund
- Cancellation and Move Out Prior to 5:00pm January 22, 2021: 50% Refund
- Cancellation and Move Out Prior to 5:00pm January 29, 2021: 25% Refund
- Cancellation and Move Out After 5:00pm February 5, 2021: No Refund

- F. Room and board fees are not refunded to residents removed from on-campus housing for disciplinary reasons.
- G. An additional fee may be assessed for housing that is provided outside the regular contract period.

#### **Room Assignment**

- A. Room assignments for new and returning students is a self-selecting process. Roommates are randomly matched by a computer program unless a student has requested a particular roommate(s) using the procedures defined by the Residential Life Office. Roommate preferences can be honored only if both students mutually request and confirm each other as roommates.
- B. The University reserves the right to change a student's housing assignment when deemed necessary, even once a student has already moved in.
- C. The University reserves the right to consolidate vacancies at any time, including after a student has already moved in.
- D. No guarantee is made concerning the number of occupants in a room. If a vacancy occurs in a room, the remaining student(s) in that room should expect either a new occupant or to be moved into a vacant space at any time; failure to comply may result in disciplinary action. If a room's occupancy is increased, reasonable efforts will be made to inform the resident(s) of the room, but no guarantee can be made that residents will have input or choice over the identity of additional residents.
- E. Occupancy of any room is limited to the resident(s) assigned to that room. A resident who has contracted with the University for on-campus housing may not sublet, loan, assign, rent, or transfer the contract or the space to another person. Only contracted residents may occupy the room/apartment.
- F. All moves must be authorized by appropriate University staff. Residents may have 1 room change request for free, all other room changes will result in administrative charges. Unauthorized moves may result in the loss of the room change privilege, monetary fines, and/or disciplinary action.

#### **Housing Selection Policies**

- A. Continuing students must meet specified University deadlines to retain eligibility for future on-campus housing. Students who have non-degree or non-credit status are not eligible to participate in housing selection.
- B. Housing selection times assigned to students during for priority housing selection are non-transferable. Continuing students who are eligible to participate in the online housing selection process cannot transfer/sell their eligibility to any other student.
- C. Should the demand for on-campus housing exceed the number of spaces available for new or returning residents, the university may, at their discretion, choose to conduct a housing lottery will to determine which students will receive housing. A lottery process will be announced if necessary. The university may also choose to temporarily or permanently modify the occupancy of a given space or spaces to accommodate students. While reasonable efforts will be made to inform students of such a change, it may occur before or after the term starts, with or without notice, and with or without permission, input, or consultation with the current, upcoming, or perspective residents of the space or spaces in question.

#### **Dining Options**

- A. All students living on-campus are required to have a dining plan during the fall and spring semesters.
- B. Students living in the Oak, North, Botts, or Williams Halls have their choice of any Unlimited Access dining plans.

- C. Students living in the Village Apartments have the option of choosing a Block dining plan with limited meals, or the Unlimited Access plan. All plans listed include the additional corresponding flex dollars.
- D. Dining Plans are not active during Thanksgiving Break, Winter Break, Spring Break, or any other times campus dining facilities are closed.
- E. Students living on-campus during the summer semester are required to have a dining plan. Summer dining plans will differ from Fall and Spring plans and pertinent information will be made available upon annual approval of the board of trustees.

### **Contract Release**

- A. The resident can request release from the contract, which is subject to the approval of the Director of Residential Life or a designee. All requests to terminate the contract must be submitted in writing to [housing@ju.edu](mailto:housing@ju.edu). A release will be granted only when it has been determined that the resident's circumstances are substantially different from the time the contract went into effect. Such releases will be considered for the following reasons:
  - a. Academic withdrawal or academic dismissal from the University.
  - b. December Graduates.
  - c. Affiliation with Jacksonville University programs that are outside a reasonable commuting distance from campus (e.g., Study Abroad, internships, Co-op, student teaching).
- B. Residents who retain enrollment, yet move out of an on-campus housing assignment without approval from Residential Life are responsible for all room and dining fees remaining on the student fee bill. Returning keys to University staff does not constitute the approval of a release from The On-Campus Housing Contract.

### **Liability/Responsibility for Personal Property**

The University assumes no legal obligation for damage, theft, or loss of personal property. Residents are responsible for protecting and securing any personal property located within any on-campus room and are encouraged to obtain appropriate insurance.

### **Damages and Upkeep of Facilities**

- A. The resident is expected to reasonably maintain the assigned living space and common areas relative to order, cleanliness, and safety. The resident will be held financially accountable for extra cleaning, as well as the repair or replacement cost of any damage to the living space or furnishings therein, and may be subject to disciplinary action. When two (2) or more residents occupy the same room/apartment and responsibility cannot be ascertained, the damage charge will be assessed equally among the residents.
- B. The resident agrees that no alterations, repairs, or modifications will be made to the permanent structure and fixtures of the room, including but not limited to: walls, doors, furniture, bathroom facilities, windows, and other equipment in the room. Painting of rooms, apartments or any common area is prohibited.
- C. The resident assumes responsibility for the daily care and cleaning of the room/apartment and its furnishings, and for maintaining acceptable sanitation and safety conditions. Periodic cleanliness inspections will be made.
- D. If damage occurs in the common areas of residence halls or apartments, all residents living in the building will be charged for the damage if no one can be held individually responsible.
- E. The resident agrees not to duplicate any issued keys. If a key is lost, The Resident agrees to immediately notify the Residential Life Office and to pay charges associated with key and lock core replacement. The Resident is not permitted to borrow keys that have not been assigned to them by the University or to give their keys to other individuals.
- F. The resident may request a temporary key for a lockout without charge by going to the Residential Life Office or Residential Life Front Desk of their residential are during normal business hours. Residents can obtain access to their room after-hours by calling the RA on Call (see below for the RA on Call contact numbers). The Resident will be assessed \$15 for each lockout request made after-hours.
  - a. RA on call numbers are posted throughout each building, as well as on the JU website. Residents should receive the On Call numbers during their mandatory hall meetings at the beginning of the semester, and should save those numbers in their phones, or somewhere that they can easily be recalled.

### **Check-In and Check-Out**

- A. Specific check-in information will be provided to all resident students via email and the Residential Life website ([www.ju.edu/housing](http://www.ju.edu/housing)).
- B. Each resident is given (a) room key(s) upon check-in. Residents who lose their room key(s), or fail to return keys upon vacating the room, will be charged \$55 per key. Residents who leave campus due to transfer, withdrawal, etc. will have the locks to their old room changed immediately and a \$55 charge placed on their account. Students may not avoid this charge by returning keys late or mailing them back to the university.
- C. Residents who utilize the express check out option, check out improperly, or fail to check out with a staff member forfeit the opportunity to contest room damages.

- D. Residents who check out of their assigned spaces after the given checkout deadline will be subject to an administrative charge (in addition to any other charges for damage, lost keys, etc.) of not less than \$100, and up to \$100 per hour until a proper checkout occurs.
- E. Student belongings, left in the residential facilities at the end of the contract term, or when a student is no longer assigned to the space, will be immediately removed and recycled, or disposed. This may result in a cleaning charge of not less than \$100.

### **Room Entry/Inspection**

Authorized University officials (including Resident Advisors) may enter students' rooms for normal inspection and maintenance purposes. Staff members who need to enter a room during the performance of their duties will knock and identify themselves. A resident need not be present for a staff member to enter the room.

Items prohibited by law, University policy, or Residential Life policy which are in clear view may be confiscated by the staff member and used in a disciplinary proceeding. Such items will not be returned to students.

If a University staff member who enters a room to perform his or her duties has reason to believe:

- Items prohibited by law or University policy are concealed from view, or
- There is a violation of public law or of University regulations or standards, or
- There is a possibility of imminent hazard to persons or property;

The staff member may contact the Dean of Students, or their designee who shall have the right to conduct or order a search on University property and premises under emergency circumstances, and/or when violations of civil or criminal law or University regulations are in question.

Reasonable effort shall be made to have the student present during any search, and the student shall be informed as to the reasons for the search and the objects or information sought, except when the Student Life Office or designee believes that a serious emergency exists.

When a designee of the Student Life Office believes prohibited items are contained among a student's locked possessions, the student shall be requested to make such locked possessions (including cars) accessible. If a student has refused to give access to his/her possessions, the suspect items may be confiscated for investigation, and used in any disciplinary proceedings.

### **Rules and Regulations**

Students are responsible for knowing and observing all University and Residential Life rules, regulations, policies, and procedures as stated in all University and Residential Life documents, including but not limited to the Room Condition Report, Student Handbook (green pages), Code of Conduct and University Catalog. Students are responsible for signing the Room Condition Report to establish content, condition and subsequent damage or loss.

### **Revisions**

This contract is subject to revisions. Residential Life will notify residents of changes via email and by posting new information on the Residential Life web page ([www.ju.edu/housing](http://www.ju.edu/housing)).

### **The University reserves the right to adjust this contract as it determines necessary in order to assure fairness, order, efficiency or the physical and emotional security of individuals.**

I, the undersigned, promise to pay Jacksonville University all amounts owed on my student account. I expressly consent to Jacksonville University, its affiliates, agents, and service providers, the following: using written, electronic, or verbal means to contact me as the law allows, including, but not limited to, contact by manual calling methods, prerecorded or artificial voice messages, emails, and/or automated telephone dialing systems, contacting me by telephone at any telephone number associated with my account, currently or in the future, including wireless telephone numbers, and authorization to record telephone calls regarding my account in assurance of quality and/or other reasons. I understand that, if I fail to pay my account by the published deadline(s), my account may be placed with a collection agency and/or for legal action. If such action is taken, I agree to pay all collection costs, attorney fees and other fees incurred as the result of the collection of any amount not paid.

This contract becomes effective when signed by the applicant and received by the Residential Life Office. This contract is effective for the length of time the student is required to live in campus housing. The contract cannot be terminated without the expressed written consent of the Residential Life Office and only after conditions have been met for release as stated in the "Contract Release" portion of this contract.