



2022-2023 Student Residential Housing Contract

Please read this carefully before initialing and signing this document; execution constitutes a binding agreement with the Daytona State Housing Corporation.

Parties & Agreement

The Student Residential Housing Contract ("Contract") represents a binding agreement between Student Resident ("Resident") and the Daytona State College Housing Corporation ("DSCHC"), with Daytona State College ("College") acting as manager.

If the Resident is under 18 years of age, this Contract is also an agreement between the DSCHC, the College and the Resident's parent(s), guardian, or other guarantor. This Contract must also be executed by the parent, guardian, or guarantor if the Resident is under 18 years of age. This Contract does not become effective until accepted by DSCHC.

Terms of Occupancy

This Contract grants conditional and temporary occupancy and not a right of possession. The Contract shall not be deemed to constitute a lease and may not be re-assigned, transferred, or sublet.

The Contract is conditioned on Resident observing the Rules and Regulations in the Daytona State College Student Housing Guide, Student Handbook, College Policies and Procedures, and local, state, and federal 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 Resident agrees to abide by all additional rules and regulations that are adopted.

Duration of Occupancy

This Contract is for the academic year and covers residency for the Fall and Spring semesters from move in day through 24 hours after the student's last final exam of each semester.

The Contract does not provide for housing space during spring break or winter break.

Residents will be notified in advance as to the dates when the Residence Hall will be closed and the times that they must vacate. Exceptions may be authorized by the Dean of Student Development or their designee and may incur additional fees.

During breaks between terms and other designated closures during the academic year, the College may authorize Resident to store personal property in the room to which they are assigned, unless the College needs the room emptied. However, the College does not accept responsibility for personal possessions left in student rooms during said closures.

Residents must vacate the Residence Hall within 24 hours of withdrawal, dismissal from housing, or when no longer actively participating in classes.

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.

DSCHC and the College shall not be liable to Resident, or their respective guests, for any damage, injury, or loss to person or property from any cause whatsoever, nor for failure or interruption of utilities, or other occurrences even if such damage is injury or loss caused by the negligence of the College or DSCHC. Resident expressly waives all claims for such injury, loss, or damage. DSCHC and the College do not provide insurance for Resident's personal property.

Eligibility

Only students enrolled at the College may occupy a room. Residents must be enrolled in a minimum of twelve (12) credit hours with a minimum of nine (9) credit hours in face to face, hybrid or hyflex classes in each of the Fall and Spring academic semesters. For the Summer semesters students must be enrolled in a minimum of six (6) credit hours. Residents must maintain a minimum cumulative GPA of 2.00. Exceptions to these eligibility requirements may be authorized by the Dean of Student Development or designee.

Check-in, Check-out

Prior to the occupation of an assigned room, the College and the Resident will complete and sign an inventory room condition report which includes the number and condition of furnishings, and the condition of the premises assigned to the Resident. This room condition report will be completed again at the end of the Resident's occupancy and will serve as the basis for determining billable damage(s) to the room and furnishings.

All Residents who will no longer occupy the Residence Hall must schedule a check-out time and follow proper check-out procedures. Personal property remaining in the Residence Hall after the period of occupancy shall become the property of the College, unless the property has been left in a designated area for which storage has been authorized in advance by the College.

Failure to check-out properly and/or return all keys by the check-out deadline will result in charges to the Resident's account per the current Student Housing Fee Schedule.

Housing Fees

Housing fees are established for the entire academic year, pending DSCHC approval and may be adjusted pursuant to that approval, no later than the published move-in date. In addition, a nightly rate may be charged for approved occupancy prior to or subsequent to the contract period, or during periods when the Residence Halls is otherwise closed.

The Resident agrees to pay housing fees for the assigned Residence Hall space and all other charges as provided in the Student Housing Fee Schedule.

All housing fees must be paid in full or in accordance with the payment schedule. Failure to make payments in accordance with the schedule will result in removal from housing. The College reserves the right to prohibit move-in until and unless payment of the balance of fees under this agreement is made by the Resident.

The College recognizes email as an official means of communication. Written copies of bills will not be provided. It is the Resident's responsibility to check the student portal regularly in order to receive timely billing information.

Room Assignments & Consolidation

The College does not guarantee specific room placement and reserves the right to assign or re-assign residents to other suites in the best interest of the Resident, the residential community or to make the most effective, efficient use of available space.

Cohabitation is not permitted. Residents will be guaranteed a bed, desk, desk chair, storage chest, and closet within a room in Residence Hall. Residents are not permitted to change rooms without completing the necessary room change request form and receiving approval for the requested change.

The College reserves the right to assign the Resident to any available space in the Residence Hall. In an effort to maximize space, the College reserves the right to move Residents together even though an inconvenience may be experienced.

The College provides no guarantee that a Resident's room preference or roommate requests can be made. Housing assignments are made regardless of race, color, religion, creed, national origin, or sexual orientation in compliance with the federal laws requiring nondiscriminatory practices and the Civil Rights Act of 1964.

Condition of Room, Suite and Communal Areas

Each Resident is responsible for the care and use of their assigned room, together with its furnishings, and the communal areas of the Residence Hall. The Resident shall reimburse the College for all damages to the room or suite and damages to, or

loss of, the furnishings, except those that are caused by ordinary wear and tear. The Resident is also responsible for damage caused by their guest(s). Damage fees are assessed per the current housing fee schedule.

Residents are responsible for maintaining the cleanliness of their assigned room and suite, and the Resident 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 and suite. The Resident 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 Resident of any such charges, and payment is due upon such notification. The Resident also agrees to refrain from modifying the space in any way.

Alcohol, Drugs and Tobacco

Alcohol, tobacco use, vaping and other illegal drugs are not permitted on campus or within the Residence Hall. In accordance with State statutes and the Student Code of Conduct, drugs are strictly prohibited on campus, including in the Residence Hall. The Residence Hall is also a tobacco-free building (including but not limited to e-cigarettes and vaping devices). The use of any of these substances on campus compromises the learning process and the academic integrity of all students. Students found in violation of this may be referred through the appropriate Student Code of Conduct process and/or other legal processes.

Visitation Policy

The College strictly upholds the Residence Hall Visitor and Overnight Guest policies as stated in the Student Housing Guide. Violations of these policies and/or the unauthorized visitation of a guest or other student not assigned to the room are prohibited and may result in a disciplinary action and/or removal from the Residence Hall.

Any unauthorized person(s) found in the Residence Hall is subject to arrest for trespassing.

Health & Safety/Entry of Student Rooms

The College reserves the right to enter the Resident's suite and room to inspect, verify occupancy, make improvements or repairs, claim College property, or control the room in the event of an 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 Daytona State College Student Housing Guide or Student Handbook.

The College conducts periodic health and safety checks that are notified in advance with the Residents. Resident rooms are also checked immediately after closing for breaks and holidays and for maintenance, safety, and security reasons. These inspections do not involve intrusion into the Resident's personal belongings. Prohibited items (pets, firearms, oversized and unauthorized appliances, etc.) may be removed at the Resident's expense by the College personnel conducting the health and safety check. Residents are notified in writing if any item is removed. College officials are legally obligated to report evidence of unlawful acts in "Plain View." This means that if illegal items such as marijuana plants, weapons, etc. are found during a health and safety check (for maintenance reasons, or due to an emergency, or for health and safety reasons), the evidence can be seized and used against the Resident in a disciplinary determination.

Safety & Security

The College is committed to maintaining a safe environment and will work with Residents to promote effective security of person and property in the residence hall. As such, the College reserves the right to coordinate with law enforcement officials and drug-detecting canines to conduct health and safety checks of the Residence Hall. Said law enforcement officials and drug-detecting canines are, to the extent permitted by law, authorized to search for and seize items related to suspected illegal activity or violation of College policy, local, state, and/or federal laws (See the **Room Entry Policy** in the *Daytona State College Student Housing Guide*). Residents found to be engaging in illegal activity or violating College policy, local, state, and/or federal laws, are subject to College disciplinary action and/or arrest.

Immunization Records

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).

Incorporation of Rules and Regulations

College and Residence Hall Rules and Regulations: The College rules and regulations appearing in the most recent edition of the Student Housing Guide and/or Student Handbook and others that from time to time may be promulgated by the College 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 College 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.

Other Laws, Rules & Regulations: This Contract shall be governed by the laws of the United States, State of Florida, the rules and regulations of the Daytona State College Housing Corporation, and the College's District Board of Trustees.

Cancellation of Contract

Requests to cancel the housing Contract prior to end of the Contract period must be made in writing to the Office of Student & Residence Life. Housing cancellation fees will apply.

The College reserves the right to cancel this Contract, and the Resident must vacate within 24 hours, if the Resident violates any College policies, rules, regulations, or procedures as set forth in the Daytona State College Student Housing Guide, Student Handbook, College policies and procedures, and local, state, and federal laws. The College may immediately remove a Resident from the Residence Hall if there are grounds to believe the continued residence of the Resident presents a clear and present danger to life or property.

Cancellation by the College may occur but is not limited to circumstances in which:

- (a) The Resident has been arrested or charged (whether or not convicted) with a crime involving a felony or moral turpitude or where the circumstances suggest that the Resident or other students may be at risk in some way by the Resident remaining in the room; or
- (b) The Resident has not complied with the federal, state, and local laws and ordinances, and with the College Policy regarding the possession, use or distribution of illicit drugs or alcohol;
- (c) The Resident ceases to be enrolled in at least twelve (12) credit hours at the College;
- (d) The Resident is not in good standing with all tuition, fees and charges paid;
- (e) The Resident is dismissed from the College for any academic, or disciplinary, or other reason;
- (f) The Resident withdraws from the College or if the student shall vacate the room for longer than one week other than during a vacation without written permission of the College; or
- (g) The Resident or their guests have violated College rules and regulations as set forth in the Daytona State College Student Housing Guide and Student Handbook.

Cancellation of the Contract by the College during any part of the Academic year may not result in a refund of any housing fees paid by the Resident during the term in which they were removed. Cancellation fees will also be assessed per the current housing fee schedule.

Collections and/or Attorney Fees

I understand and agree that I shall be responsible if I fail to pay my student account bill or any monies due and owing to Daytona State College Housing Corporation or the District Board of Trustees, Daytona State College by the scheduled due date. I further understand and agree that I am responsible for reimbursement to the College the fees of any collection agency, which may be based on a percentage at a maximum of 33% of the debt, and all costs and expenses, including reasonable attorney's fees, the College incurs in such collection

efforts for any amounts due under this Contract. I understand that my delinquent account may be reported to one or more of the national credit bureaus.

College Remedies

The Resident’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 Resident, their 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: cancellation of this Contract; removal of the Resident and their belongings from College housing; cancellation of the Resident’s enrollment at the College; student accounts hold; restriction of the ability of the Resident to register for classes; and withholding of the Resident’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.

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.

Entire Agreement

This Agreement with all provisions incorporated herein constitutes 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.

I have read and do understand and agree to honor the terms and conditions of this Contract, and the regulations as set forth in the Student Handbook and the Daytona State College Student Housing Guide. The Daytona State College Housing Corporation and Daytona State College reserve the right to change, eliminate, or add to any existing rules, regulations, policies, fees, and other charges. Whenever it does, the College will provide as much advance notice as it considers feasible and appropriate, but it reserves the right in all cases to do so without notice. I understand that living in campus housing is a privilege rather than a right and should be treated as such. The signature(s) below represents my understanding of the above noted policies along with those in the Student Handbook, Student Code of Conduct, and the Daytona State College Student Housing Guide.

Student Name (Print)

Student ID #

Student Cell Phone Number

Student Signature

Date

Parent Signature (If Student is under 18 years of age)

Date

Daytona State College Housing Corporation Representative

Date