

**Florida International University (FIU) Housing and Residential Experience  
2026-2027 Graduate and Family Housing Agreement (the “Agreement”)  
Terms and Conditions**

Campus residency is not required nor guaranteed to Florida International University students. Therefore, it is important for students to submit their housing agreements early. No student is guaranteed on-campus housing.

It is the student’s responsibility to review their housing needs and financial resources before signing this Agreement. These terms and conditions are incorporated in and made a part of this Agreement. All references to this Agreement herein shall include these terms and conditions. This Agreement, inclusive of these terms and conditions, obligates the student to pay all on-campus housing fees. By signing this Agreement, the student acknowledges that they have read its terms and conditions and agrees to abide and be legally bound by them.

This Agreement covers on-campus housing located in Buildings B and C of the complex known as the University Apartments located in the Modesto Maidique campus (“Graduate and Family Housing”). It does not cover housing on any other on-campus or off-campus housing. There is no reciprocity between this Agreement and the Bayview housing located on the FIU Biscayne Bay campus. Signing a lease with Bayview or off-campus housing does not invalidate this Agreement.

The student should print a copy of this Agreement and its terms and conditions for their records. The student shall not be released from this Agreement due to lack of financial resources, dietary needs, non-emergency medical needs, or dissatisfaction with the room and/or roommate assignment.

This Agreement does not guarantee assignment to any preference indicated by the student. Student preferences are requests only – community, room, apartment, occupancy, and FIU’s granting of roommate requests are not guaranteed. FIU reserves the right to reassign the student at any time during the term of this Agreement for any reason, including but not limited to space availability.

This Agreement is not a lease. This Agreement is a revocable license.

**1. ELIGIBILITY:** Degree seeking graduate students enrolled at least half time are eligible for on-campus housing in the Graduate and Family Housing unless they are in their last semester of their program. Graduate students who drop below 6 credit hours are no longer eligible for on-campus housing and will be subject to the cancellation provisions in Paragraph 17. Notwithstanding the foregoing, the Senior Director of FIU Housing and Residential Experience or designee, in their sole and absolute discretion, may permit (i) a student enrolled in continuing education or other special circumstances, or (ii) an undergraduate student, immediate family members and qualified adults, to be eligible for on-campus housing in the Graduate and Family Housing. No student is guaranteed on-campus housing or housing in the Graduate and Family Housing. Students who have or previously had delinquent payment accounts may not be offered on-campus housing, as determined by FIU Housing and Residential Experience in its sole and absolute discretion. **Registered sex offenders and predators are prohibited from living in on-campus housing. Students with any Student Conduct or Honor Code (Regulation 2501) or Sexual Harassment (Title IX) and Sexual Misconduct violations will undergo an additional review to determine eligibility.**

This Agreement allows the student, immediate family members and qualified adults to reside in the unit. A qualified adult is defined as an adult with whom the student is in a relationship of mutual support, caring, and commitment. Qualified adults can show shared responsibility with the student for one another’s common welfare and basic needs for the previous six continuous months, as evidenced by a joint housing lease or mortgage; joint ownership of a motor

vehicle; a joint checking or credit account; designation as a primary beneficiary for life insurance, retirement benefits, or a will; or holding a durable power of attorney for health care decisions. Family members must be able to demonstrate proof of dependency upon the student, and upon FIU's request, the student shall provide proof that the student has legal custody of any children residing in the unit.

Any occupant admitted as part of a family unit shall preserve the family relationship intact during the period of occupancy. Any changes in eligibility status, including but not limited to divorce, legal separation, loss of child custody or birth/adoption of children must be reported by the student in writing to FIU Housing and Residential Experience within 30 calendar days, and may require one or more family members to vacate the unit. If there is a change in the status and the student remains eligible for graduate housing, a transfer to a more suitable unit may be necessary.

Before making any occupancy change under this Agreement, the student must inform FIU Housing and Residential Experience of any change in the number and/or identity of the persons occupying the unit and obtain FIU Housing and Residential Experience's prior written approval of any such change.

Occupants of the unit other than the student are not signatories to this Agreement, but the student acknowledges and agrees that any act or omission of an occupant that violates any terms or conditions of this Agreement shall be deemed a violation of such terms or conditions by the student.

- 2. TERM OF THE AGREEMENT:** The term of this Agreement is for 11.5 months, beginning on August 15, 2026 and ending on July 31, 2027. The student will be assessed all housing fees for the entire term if the student enrolls but does not occupy the assigned space and has not canceled this Agreement pursuant to and subject to the terms hereof. As provided above, the student shall not be released from this Agreement due to lack of financial resources, dietary needs, non-emergency medical needs, or dissatisfaction with the room assignment. Any release of a student from this Agreement shall be at the sole and absolute discretion of the Senior Director of FIU Housing and Residential Experience or designee. Student acknowledges that FIU has made no commitments about future graduate and family housing beyond this Agreement.
- 3. OFFICIAL MEANS OF COMMUNICATION TO STUDENT:** FIU Housing and Residential Experience will communicate with the student at the email address appearing in myFIU until the student establishes the required FIU PantherMail account. It is the student's responsibility to activate their FIU PantherMail account when they receive their Panther ID. Emails will be sent to the FIU PantherMail address. It is the student's responsibility to check their FIU PantherMail account for official communications. To provide additional outreach to the student, other methods of communication may be used, such as text messaging and private email addresses. These outreach efforts will use the student's telephone number and personal email address provided on the housing application. FIU Housing and Residential Experience is not responsible for any additional charges incurred from the communications service provider. Notwithstanding the foregoing, the student's FIU PantherMail address will continue to be the official method of communication.
- 4. HOUSING RENTAL FEES:** The student will be responsible for the housing rental fee once notified of being assigned to a space via the student's FIU PantherMail account. The rental rates fee schedule for the term of this Agreement is located at [housing.fiu.edu](http://housing.fiu.edu) and is incorporated herein by reference. The rental rates and other fees for the 2026-2027 academic year displayed at the foregoing website are estimates and therefore subject to change. The housing rental fee is based on the assigned space and will be adjusted if the student is transferred to another space with a higher or lower rental rate.

- 5. PAYMENT OF FEES:** The student shall promptly pay all fees when assessed. **It is the student's responsibility to routinely check their balances on their myFIU student account to determine outstanding balances.** Housing will be assessed per semester. FIU Housing and Residential Experience payments are processed by Student Financials. Accepted methods of payment are checks, certified checks, money orders, wire transfer, and traveler's checks drawn on a United States bank with sufficient funds. Credit cards or electronic check can only be used to pay charges on the student's myFIU account.
- A.** Fees must be paid by the due date listed at my.fiu.edu. Failure to pay fees when due shall be considered a breach of this Agreement and may result in one or more of the following actions being taken:
    - 1)** Denial of housing services;
    - 2)** Loss of space;
    - 3)** Inability to register for classes;
    - 4)** Withholding of FIU records or diploma; and/or
    - 5)** Turning the account over for collection.
  - B.** A late fee of \$100.00 may be assessed for any payment which is not received by the due date.
  - C.** Deferment of fees may be granted, provided the student is eligible for financial aid and their myFIU account reflects one or more of the following in an amount sufficient to pay for tuition, fees, and housing:
    - 1)** Pell Grant;
    - 2)** Supplemental Educational Opportunity Grant;
    - 3)** FIU Grant/Scholarship;
    - 4)** Stafford Loan; and/or
    - 5)** Florida Prepaid College Program.
- Deferment requests are subject to approval by the Associate Director of Finance or designee. Deferment amounts are estimated based on the financial information listed on the student's myFIU account. Changes in tuition cost and funding will affect deferral status and/or amounts owed. The student is ultimately responsible for providing the most accurate and up-to-date financial information and for any fees owed.
- D.** Payment Plans are available upon request through their myFIU account. Housing payment plans offer resident students an equal three-part installment option to pay their fees. Students must ensure that payments for on-campus housing are allocated to Housing. Housing and Tuition have separate payment plans and they are paid separately through the myFIU Student Financials portal. More information concerning paying for student housing can be found at <https://housing.fiu.edu/rates-payments/index.html>.
  - E.** If a student fails to pay by the due date, any or all of the actions referenced under 5A. above may be taken by FIU notwithstanding the fact that the student shall remain financially obligated for all housing fees.
  - F.** If FIU is forced to turn the account to collections, the student shall be responsible for all additional costs of collections, including, but not limited to, all attorneys' fees and costs, if applicable.
- 6. PROCESSING FEE AND REFUNDS:** The \$100.00 processing fee is **non-refundable and non-transferable to another individual**. Financial aid may not be used to pay the required processing fee. Current residents may be offered to return to on-campus housing the following year without paying an additional processing fee. If a student has been approved for a cancellation in accordance with this Agreement, a pro-rated portion of the prepaid housing fees will be credited back to the student's account. The pro-rated portion of prepaid housing fees will be calculated from the date of the first official published move-in day to the day the student checks out of the assigned space. Notwithstanding the foregoing, no refunds or credits shall be made after the sixth (6<sup>th</sup>) week of the term of this Agreement.
- 7. ROOM ASSIGNMENTS:** Room assignments are made without regard to race, creed, color, sex, religion, national origin, age, disability, veterans' or marital status, sexual orientation, gender identity, gender expression, or any other group

status that may be protected under applicable laws from time to time. FIU Housing and Residential Experience makes the following provisions with regards to room assignments: students are assigned to spaces by gender unless they have selected in-suite co-ed housing and accommodations are made for students with disabilities.

- 8. MOVE-IN/MOVE-OUT:** The student may move-in to the assigned housing space on the published move-in day and must be moved out by the published move-out date. All dates are listed on the FIU Housing and Residential Experience website.
- A.** If this Agreement is terminated, the student must vacate the assigned space within 48 hours of the notice of termination and follow all move-out procedures prescribed by FIU Housing and Residential Experience.
  - B.** FIU Housing and Residential Experience is open during semester breaks. Student acknowledges that services on campus and in housing during semester breaks may be limited in operation, including building desk coverage and dining services. The student is not required to vacate the residential facilities during break periods.
  - C.** Students must comply with the established move-out procedures. Failure to comply may result in the imposition of a fee for improper move-out.
  - D.** Belongings/personal items left behind by a student after the move-out deadline will be considered abandoned property and will be discarded. FIU is not responsible for belongings or personal items left behind.
  - E.** A student requesting to move-in early or move-out later than the published dates must request permission from FIU Housing and Residential Experience in writing. Approval is based on availability. The student who is approved to move-in early or move-out late may be charged an early move-in or late move-out fee. Any student who moves in early or moves out late is obligated to fully comply with this Agreement, its terms and conditions, and all FIU Housing and Residential Experience procedures.
  - F.** Students planning to move-in after the designated move-in period are required to notify FIU Housing and Residential Experience of their late arrival.
  - G.** It is the student's responsibility to check their myFIU account at least six (6) weeks after their move-out date to ensure all posted housing fees have been paid.
  - H.** If a student fails to follow any move-out and/or cancellation procedures, the student remains contractually obligated for all assessed fees. The student may be charged after move-out for damages and other fees.
  - I.** In the event of the death of the student during the term of this Agreement, FIU Housing and Residential Experience may, in its sole discretion, agree to allow the family members residing at the assigned space to remain in said space for the shorter of the end of the then current academic year or the term of this Agreement, subject to all other terms and conditions of this Agreement.
- 9. CHANGES IN ASSIGNMENTS:** A student may not change room assignments without following established procedures and obtaining prior written approval from FIU Housing and Residential Experience.
- A.** No changes in assignments will be made based on race, color, sex, pregnancy, religion, age, disability, national origin, familial status, veteran status, or any other status protected under applicable laws in effect from time to time, except as needed to provide a reasonable accommodation for a student with a disability.
  - B.** Failure to follow established room transfer procedures may result in a charge for improper transfer and the requirement to move back to the originally assigned space.
  - C.** FIU Housing and Residential Experience reserves the right to require changes in room assignments for a variety of reasons, including, but not limited to, consolidation, to ensure maximum utilization of space and resources, to address roommate conflicts, as a result of unforeseen events, enrollment fluctuations, physical facility concerns, staff changes, emergency evacuation, for shelter purposes, and for other reasons determined by FIU Housing and Residential Experience in its sole discretion.

**10. USE OF THE ASSIGNED SPACE:** The student is not permitted to assign, sublease, or allow the use of the assigned space by another person and/or guest except as otherwise expressly permitted pursuant to Section 1 of this Agreement.

- A. Guests/visitors must observe all published rules and abide by the registration policies. The student is responsible for the conduct and actions of their guest. No overnight guests are permitted without prior consent of roommate(s).
- B. The assigned space may not be used as a place of business, nor may a student conduct any business within the housing facility. FIU Housing and Residential Experience understands that students or other permitted occupants may be working remotely from the assigned space, which is permissible, but the assigned space may not be used to carry on any commercial business.
- C. No animals or pets are permitted at any time, except as otherwise authorized by FIU Housing and Residential Experience in writing.
- D. The student shall use the space only for lawful purposes.
- E. No smoking is permitted on campus in accordance with FIU regulations.
- F. The student may not personally use or allow guests to use empty bedrooms within their unit or another unit on campus. Students who occupy a bedroom that is not their assigned unit may be charged a use fee for improper room use.
- G. The student is prohibited from possessing, storing, or using items that would be considered a safety risk, such as firearms, explosives, ammunition or other weapons or dangerous articles or substances, including, but not limited to, Tasers, switchblade knives, guns, non-lethal weapons, such as fireworks, paintball guns, air guns, archery equipment, BB guns, toy guns, any dangerous chemical or biological agents, corrosive agents, compressed gas, sling shots, Chinese stars or any other item used as a weapon. The student is also prohibited from possessing, storing or using candles, incense, halogen lamps, extension cords and any other items that may cause any type of health or safety concerns as determined by FIU Housing and Residential Experience.

**11. BEHAVIOR AND CONDUCT:** The student agrees, on their behalf and on behalf of all occupants of the assigned space, to abide by all FIU and FIU Housing and Residential Experience regulations, policies, and procedures published online, in the current Student Handbook, the Florida Statutes, and this Agreement and its Terms and Conditions. The student agrees to conduct themselves in such a manner as to allow others the quiet enjoyment of the facilities. Any behavior or conduct which, as determined by FIU Housing and Residential Experience, in its sole discretion, (i) intimidates, threatens, or personally abuses another resident/staff; (ii) is disruptive to the residential community; or (iii) compromises the safety and security of the student and/or community, is a violation of this Agreement and is grounds for immediate removal from on-campus housing and/or interim suspension by the Vice President for Student Affairs or designee, pursuant to the Student Conduct and Honor Code or Housing and Residential Experience policies and procedures.

**12. CARE OF FACILITIES AND FURNISHINGS:**

- A. The student is responsible for maintaining the assigned space in a clean and sanitary manner and free from damages. Due to the South Florida climate, air conditioning thermostats must remain on low setting or between 72-78 degrees at all times. Housekeeping is not provided. Trash removal is provided at designated locations in each housing complex. The student is expected to report damages and necessary repairs by promptly submitting a work order to FIU Housing and Residential Experience's online work order system.
- B. The student agrees to the protection of property, to refrain from modifying the space in any way, except as expressly permitted in writing by FIU Housing and Residential Experience, and to promptly pay all assessed charges for damages, special cleaning or maintenance resulting from misuse or modification of the facility. The student is liable for charges assessed due to a violation of this section, including damages occurring in the room or in the common areas.

- C. The student shall be required to inspect and inventory the contents of their assigned space at the time of move-in and move-out. Each student shall be responsible for the condition of the assigned space's furnishings at all times.
- D. All furnishings shall remain unaltered and in their designated space if FIU is providing the furniture.

**13. INSPECTIONS AND ACCESS TO THE ROOM:** All rooms are subject to monthly and/or periodic health and safety inspections. Additionally, employees and agents of FIU shall have the right to enter a student's room at any time:

- A. Without notice when an emergency exists;
- B. When the student or FIU Housing and Residential Experience staff have requested service for the room for maintenance or custodial purposes;
- C. To check the condition of the room prior to a student(s) moving in or after moving out; or
- D. With 24 hours' notice.

**14. KEYS/ACCESS ID CARDS:** The student agrees, on its behalf and on behalf of all occupants of the assigned space, not to duplicate any keys/access ID cards assigned or give their keys/access ID cards to another person. If keys/access ID cards are not returned at move-out or are lost, the student agrees to pay the cost for all lock changes and keys/access ID cards replacements. The student is responsible for securing the assigned space at all times and taking such precautions as are necessary to guard their safety and property. A fee may be assessed for each time a student is locked out.

**15. EVACUATION PROCEDURES:** FIU retains the right to use the residence hall facilities for emergency shelter purposes. If a residence hall is evacuated because of an emergency, only those students deemed eligible by FIU policy will be permitted to occupy space in a FIU designated shelter.

**16. STUDENT CANCELLATION OF AGREEMENT:** To request the cancellation of this Agreement, the student must submit a cancellation request in writing to FIU Housing and Residential Experience indicating which of the conditions set forth in this section applies and provide the required documentation. If the cancellation request is based on non-enrollment for a given semester and the student thereafter enrolls for that semester, the cancellation will be null and void and this Agreement shall be reinstated, obligating the student to pay all assessed housing fees.

A. This Agreement may be cancelled by the student if any one of the following conditions is met regardless of assignment status (documentation is required):

- 1) The student withdraws from FIU or is not enrolled/registered for at least 6 credit hours in the fall or spring semester; **withdrawal or lack of enrollment/registration by the student in the summer semester will not be a basis for cancellation of this Agreement;**
- 2) The student participates in an academic program that requires residence outside the Miami-Dade/Broward area;
- 3) The student participates in an FIU sponsored and approved study abroad program;
- 4) The student graduates during the term of this Agreement;
- 5) The student has an emergency medical condition that was not pre-existing when this Agreement was signed; or
- 6) The student receives military orders for active duty during the term of this Agreement.

B. Any cancellation requests received on or before Wednesday, April 1, 2026, will be approved with no fee.

C. FIU Housing and Residential Experience will assess a fee for all approved cancellations of this Agreement in accordance with the foregoing:

**Approved** (See Section 16.A.1-7) cancellations for Fall 2026 will be assessed the following fees:

- 1) If cancelled after Wednesday, April 1, 2026, and on or before Wednesday, July 1, 2026: \$200.00
- 2) If cancelled after Wednesday, July 1, 2026: \$500.00

**Approved** (See Section 16.A.1-7) cancellations for Spring 2027 will be assessed the following fees:

- 1) If cancelled between Sunday, November 1, 2026 and Friday, December 11, 2026: \$200.00
- 2) If cancelled after Friday, December 11, 2026: \$500.00

**Approved** (See Section 16.A.1-7) cancellations for Summer 2027 will be assessed the following fees:

- 1) If cancelled between Monday, March 1, 2027 and Wednesday, March 31, 2027: \$200.00
- 2) If cancelled after Wednesday, March 31, 2027: \$500.00

- D. A cancellation fee will not be assessed to a student graduating during the term of this Agreement, a student who receives military orders for active duty, or a student who receives an approved FIU medical withdrawal. A student who has their cancellation fee waived is still responsible to pay for the full amount of the assigned room prorated rent based on the nights of occupancy, if applicable.
- E. The student may buyout this Agreement for a flat rate of \$2,000.00 (irrespective of whether the buyout occurs in the fall, spring, or summer semesters). No buyouts will be accepted after September 25, 2026 for the fall semester, February 19, 2027 for the spring semester, and June 4, 2027 for the summer semester.
- F. No cancellations shall be accepted after September 25, 2026 for the fall semester, February 19, 2027 for the spring semester, and June 4, 2027 for the summer semester. A student leaving after that time will be considered an early move-out and forfeit all rights to any refund or credit.
- G. If the cancellation is not approved, the student shall continue to be financially obligated for all housing fees and other fees due under this Agreement. A buyout fee may be applied automatically if a student does not move in and does not communicate with FIU Housing and Residential Experience.

**17. FIU TERMINATION OF THIS AGREEMENT:** This Agreement may be terminated by FIU Housing and Residential Experience, upon the giving of no less than 24 hours advance written notice to the student's PantherMail account, for any cause deemed reasonable to FIU Housing and Residential Experience, as determined by FIU Housing and Residential Experience in its sole and absolute discretion, including, but not limited to, the following:

1. The student or any other occupant violates any provision of this Agreement, its Terms and Conditions or FIU's policies, rules, or regulations;
2. The student withdraws from FIU or is not enrolled/registered for at least 6 credit hours during a semester applicable to the term of this Agreement;
3. The student fails to enroll/register in classes by July 1<sup>st</sup>, with respect to the fall semester, by December 1<sup>st</sup>, with respect to the spring semester, or April 15<sup>th</sup>, with respect to the summer semester;
4. If the student is a new student, the student fails to pay the required admissions enrollment deposit and/or attend the required orientation; or
5. The student is dismissed or suspended for academic reasons or disciplinary reasons, including, but not limited to, behavioral misconduct as set forth in Section 11 above.

In the event of such termination, the student shall move-out of their room within the time provided in the notice. The student whose Agreement is terminated by FIU Housing and Residential Experience for cause, as provided above, shall

(i) be responsible for the payment of any applicable cancellation fees, as provided under Section 16 above, (ii) at FIU Housing and Residential Experience's sole discretion, may forfeit a refund or credit of any previously paid housing fees and, (iii) to the extent such housing fees have not been paid, at FIU Housing and Residential Experience's sole discretion, may remain financially obligated for such fees.

**18. HOUSING FEE APPEALS:** In order to appeal an FIU Housing and Residential Experience fee, the student must follow the guidelines below:

- A.** Any appeal made must be done in writing, accompanied by supporting documentation and submitted to the Senior Director or designee no later than 30 days after the fee was assessed. If a student fails to file an appeal within this deadline, the student's right to an appeal is deemed waived. Appeals not in this format and/or that do not include supporting documentation will be rejected and will not be considered. The student will be notified through their PantherMail account of the outcome of the appeal within 14 business days upon FIU Housing and Residential Experience's receipt of the appeal.
- B.** The decision of the Senior Director or designee regarding the appeal is final. No further appeals shall be considered thereafter.

**19. BREACH OF AGREEMENT:** Violation of any term, covenant or condition of this Agreement shall be considered a breach of this Agreement. In the event of such a breach, the student shall be notified in writing by the Senior Director of Housing or designee. Remedies for breach of this Agreement include, but are not limited to, denial of housing services, FIU disciplinary action, reassignment to another space, and/or the imposition of reasonable restrictions on the student that would ensure the student is qualified for communal living or termination of this Agreement. **The decision of the Senior Director or designee will be final.**

**20. CONSTRUCTION:** Major construction projects are currently underway in the vicinity of the Graduate and Family Housing. Construction activities may result in disturbances and disruptions. By signing this Agreement, the student agrees and acknowledges that there will be disturbances and disruptions resulting from construction, and has agreed to such.

**21. INFECTIOUS DISEASE:** The risk to have contact with individuals who have been exposed to and/or have been diagnosed with one or more communicable diseases, including but not limited to COVID-19 or other medical conditions or diseases does exist, and it is impossible to eliminate the risk that student could be exposed to and/or become infected through contact with or close proximity with an individual with a communicable disease. By signing this Agreement, the student knowingly and voluntarily assumes all risks related to exposure to COVID-19 or other medical conditions or diseases.

**22. CRIMINAL CONVICTION OR PROTECTIVE ORDER:** If the student or any occupant of the unit is arrested and/or convicted of any felony or any crime requiring registration on the Sex Offender or Crimes Against Minors Registry (SOR), or if the student or any occupant of the unit becomes subject to a protective order at any time during the term of this Agreement, the student is required within 72 hours of the arrest and/or conviction or entry of the protective order, to notify FIU Housing and Residential Experience in writing. FIU Housing and Residential Experience reserves the right to cancel this Agreement if, in the sole judgment of FIU Housing and Residential Experience, the student or any other occupant who is the student's family member, qualified adult, or invited guest may pose a threat of substantial harm to persons or to FIU property or if FIU Housing and Residential Experience determines that this Agreement was granted on the basis of inaccurate or incomplete information.

**23. LIABILITY:** To the extent authorized by applicable law, FIU shall not be liable for damage to or loss to persons or personal property as a result of fire, theft, damage (inclusive of damage to personal property caused by an FIU



employee) or any other cause whatsoever, or failure or interruption of utilities. FIU does not provide any insurance coverage for a student's personal property. The student is strongly encouraged to secure their own health and personal property loss insurance. Nothing in this Agreement or in its terms and conditions shall be construed as an indemnification of the student by FIU or as a waiver of sovereign immunity beyond that provided in Fla. Stat. §768.28.

**24. ENTIRE AGREEMENT; NO ORAL MODIFICATIONS; CONFLICT; SEVERABILITY:** This Agreement sets forth the entire agreement between the student and FIU, and supersedes and renders null and void any and all prior or contemporaneous oral or written understandings, statements, representations or promises. This Agreement may not be modified or amended, and no provisions of this Agreement may be waived, unless such modification, amendment or waiver is contained in a written document executed by both parties hereto. Where this Agreement is expressly in conflict with the Student Handbook, this Agreement shall prevail. Where this Agreement is silent, the Student Handbook shall prevail. The provisions of this Agreement are severable and, if any clause or provision shall be held invalid or unenforceable in whole or in part, then such invalidity or unenforceability shall affect only such clause or provision or part thereof and shall not in any manner affect any other clause or provision of this Agreement.

**25. RELEASE, WAIVER OF LIABILITY AND ASSUMPTION OF RISK FORMS FOR MINORS.** The parents of any and all minors that will be residing in the assigned space must provide to FIU Housing and Residential Experience a fully executed Release, Waiver of Liability and Assumption of Risk for each minor, in the form provided by FIU Housing and Residential Experience. FIU Housing and Residential Experience must receive the fully executed Release(s) prior to the move-in date for the assigned space.