

USF MAGNOLIA APARTMENTS AGREEMENT

(FOR Students Living in Buildings A, C, or G)

TERMS, CONDITIONS, AND RESPONSIBILITIES

A. OVERVIEW OF THE AGREEMENT

The Magnolia Apartments Agreement is a financially and legally binding contract between the University of South Florida, acting through its Department of Housing & Residential Education, and a prospective or enrolled student who is and intends to remain enrolled. (Special Status Students are housed upon approval by the Department.) The Magnolia Apartments Agreement is designed for students living in family housing or buildings A & C which house only student 21 years of age and older. Any alterations by the student to the terms contained in the contract will neither be honored nor deemed valid without specific written approval from the Dean of Housing & Residential Education recognizing acceptance of and identifying the proposed alterations.

Hereafter, all references to the term Department are understood to mean the Dean of Housing & Residential Education or designee; all references to the Dean of Housing & Residential Education are understood to include a designee. All references to the term residence hall(s) are understood to include all apartment style halls unless otherwise specified. The following rights and responsibilities apply to assignment, utilization and cost with regard to living in Magnolia Apartments.

In consideration of the payments made and to be made, as provided herein, the student is entitled to occupy an assigned space and to the services provided by the University's Department of Housing & Residential Education, all subject to the terms and conditions set forth herein:

1. The agreement, when appropriately submitted with required payment and proof of meningitis vaccination, proof of vaccination or declination of proof against Hepatitis B, becomes effective upon the date of the Department's deposit of payment and acceptance of said contract and remains valid until the end of the contract period. Once the contract is accepted by the Department, the student is fully responsible for all required payments and lawful charges as set forth in the contract.
2. All students are required to provide proof of Meningitis vaccination and to either show proof of vaccination against Hepatitis B or sign a declination of Hepatitis B proof prior to being assigned to any on-campus residence.
3. Acceptance of the contract while guaranteeing assignment to a vacancy in Magnolia Apartments does not guarantee assignment to a specific building, room, or roommate within the Magnolia Complex.
4. Apartment space may be occupied only by the student to whom it is contracted. The contract may not be assigned, and residence hall space may not be sublet to another person.
5. The student may, after written approval from the Department of Housing & Residential Education, move to another apartment space in accordance with the University's reassignment policies, which are incorporated herein by reference.
6. The Department may, in accordance with applicable rules of the University and the Board of Trustees, initiate reassignment or cancel the agreement with any and all applicable charges if deemed necessary by the University in the best interest of order, health, discipline, safety, security, maximum utilization of facilities, disaster, or failure to make required payments according to Payment Schedule. The Department may also cancel an agreement for any individual whose enrollment status changes (including but not limited to a voluntary withdrawal, dismissal or change in full time status) over the term of the contract
7. Assigned residence hall spaces are to be kept clean and orderly by the student at all times and are to be used for residence only. Charges will be made for damages to, unauthorized use of, or alterations to any assigned spaces, equipment or buildings, and/or for special cleaning of assigned spaces necessitated by student negligence. Resident students are jointly and severally responsible for the care of any common areas or equipment.
8. Personnel authorized by the University may enter assigned residence hall space for inventory, inspection, maintenance, when a threat exists to students and/or property or when reasonable belief exists that the assigned space is being used for illegal purposes.
9. The University is not liable for damage to or loss of personal property, failure or interruption of utilities, or for injury or inconvenience to persons (except to the extent set forth in Florida Statutes, Sec. 768.28[1991].) Students are encouraged to provide their own health and personal property loss insurance.
10. Students are responsible for knowing and observing University regulations as set forth in the Housing & Residential Education Handbook/Planner, USF Student Handbook and other official publications, which are incorporated herein by reference.
11. The University reserves the right to make additional rules and regulations. The Department agrees to make every reasonable effort to inform resident students of any regulation changes or pertinent policy information.
12. Students are prohibited from inviting or hosting a person in their room, residence hall, or on campus when the student knows that that person has been barred from campus by the University Police or other University official. Any student or person who knowingly violates this section may be subject to all applicable University, civil and criminal penalties.

B. RATES AND PAYMENT OPTIONS

A \$200 prepayment and \$25 non-refundable application fee is due when you return your Magnolia Agreement. This prepayment will be applied to your student account. Rent for Magnolia is due on the 1st day of each month, beginning August 1. In state students receiving at least \$4000 in Financial Aid and out of state students receiving at least \$10,000 in Financial Aid (per semester) may request a deferment of payment until their Financial Aid is applied to their account. Students receiving Financial Aid will have any outstanding housing charges deducted from their aid prior to receiving a reimbursement check regardless of which payment plan they are on.

C. PAYMENT SCHEDULE

Make checks/money orders payable to USF. Print student name and student ID on front of check or money order.

	Semester Payment Due	Installment Payment Due	Financial Aid Deferment Deadline
Fall/Spring Contract	8/1/08, 12/1/08	8/1/08, 9/1/08, 10/1/08, 11/1/08, 12/1/08, 1/1/09, 2/1/09, 3/1/09, 4/1/09*	11/02/08, 3/13/09
Spring Only Contract	12/1/08	12/1/08, 1/1/09, 2/1/09, 3/1/09, 4/1/09	3/13/09

**Magnolia residents will have 4 months of charges posted to their Student Accounts during the fall semester and 5 months of charges posted to their Student Accounts during the spring semester.*

Failure to Submit Payment (Default):

If a resident defaults in the payment of rent or other housing charges, the resident may be charged a late fee and remain liable for the contracted amount and other housing charges, and the resident's University records may be placed on Administrative Hold.

D. CONTRACT CANCELLATION

1. Students wishing to cancel their Magnolia Apartments Agreement prior to the opening day of the complex for the term of the Agreement may do so. Cancellation must be submitted in writing and must be signed by the student. Cancellation requests may be sent to:

Housing & Residential Education Office
4202 E. Fowler Ave. RAR229
Tampa, FL 33620
Fax: (813) 974-5152

Requests for cancellation over the phone will not be accepted.

2. The following fees will apply to students who choose to cancel their housing contract:

	No charge for cancellation if received by:	\$100 charge for cancellation if received by:	\$200 charge for cancellation if received by:
Fall/Spring Agreements (August 17, 2008-May 9, 2009)	June 1, 2008	July 1, 2008	August 17, 2008
Spring Only Agreements (January 3, 2008-May 9, 2009)	November 1, 2008	December 1, 2008	January 3, 2009

After the opening day of the residence halls for the term, students who are canceling for one of the following approved reasons will be charged a \$200 cancellation fee and a prorated rental charge, if applicable:

- non-enrollment at the Tampa Campus;
- internship or military orders requiring student to relocate outside the Tampa area; or
- provision of proof of marriage since contract was signed.

3. Students wishing to cancel their Agreement after the opening day of the residence halls for the given term for any reason other than the three listed above may do so by paying a prorated fee for time assigned to the room (if applicable), plus an additional 2 months

rent.

4. Students who have signed a Fall/Spring Agreement and plan to cancel the spring portion of their Agreement for one of the approved reasons as listed above may do so according to the following payment schedule:

- no charge if cancelled by November 1, 2008
- \$100 charge if cancelled by December 1, 2008
- \$200 charge plus a prorated fee (if applicable) after December 1, 2008

5. Residents who have not moved into their rooms by 12 p.m. on Friday of the first week of classes and have not notified the Department of their late arrival may be declared “no shows” and be reassigned based on availability of bed space. If the student is found to be non-enrolled, the student shall be charged a \$200 cancellation fee and be assessed a daily prorated rental charge, through the date of contract release. If the student is enrolled he/she will be assessed a daily prorated rental charge, through the date of contract release, and be charged an additional two months rent.

6. Students who are academically dismissed by the university will not be charged a cancellation fee, provided they notify the Department of Housing & Residential Education of their plans to cancel their contract, vacate the room, and complete the prescribed check out procedures prior to the opening of the residence halls for the given term. Students who are academically dismissed and notify the Department and/or check out after the opening of the halls will be charged a \$200 cancellation fee and a daily prorated rental charge.

The University of South Florida is an equal opportunity institution and, as such, assigns residence hall space to qualified enrolled students without regard to race, color, religion, national origin, disability, or age, as provided by law and in accordance with the University's respect for personal dignity.