

USF STUDENT HOUSING CONTRACT

TERMS, CONDITIONS, AND RESPONSIBILITIES

A. OVERVIEW OF THE CONTRACT

The Student Housing Contract 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.) 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 Director of Housing & Residential Education recognizing acceptance of and identifying the proposed alterations.

Hereafter, all references to the term Department are understood to mean the Director of Housing & Residential Education or designee; all references to the Director 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 University Residence Halls and 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 contract, when appropriately submitted with required payment, proof of meningitis vaccination, proof of vaccination or declination of proof against Hepatitis B, and meal plan (if applicable), 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. Notification of acceptance to the University by the Admissions Office does not constitute acceptance of a Student Housing Contract. When the Department releases a housing contract to a prospective or enrolled student and the student submits it by the applicable due date with required payment, meal plan (if applicable), proof of meningitis vaccination, and proof of vaccination or declination of proof against Hepatitis B, and the contract is accepted by the Department and payment deposited, the student is considered for a residence hall space. No assignment can be made without the required conditions being met.
3. First Year undergraduate students enrolled as full-time students, as defined in the University of South Florida Undergraduate Bulletin, will be required to live in on-campus housing beginning with the entering class of Fall 2009. Students first enrolling in the fall are required to live in the residence halls during the Fall and Spring Semesters. Students first enrolling in the spring, beginning in 2010, are required to live in the residence halls during the Spring Semester. See the First Year Live-On Requirement Policy for information on requesting an exemption.
4. Students who have not lived in the residence halls prior to the 2009-2010 academic year are required to participate in a meal plan for the full academic year. (Exception: all non-first year students, as defined by the University of South Florida Undergraduate Bulletin, living in Holly, Kosove, Cypress, or Magnolia Apartments are not required to purchase a meal plan.) The Student Housing Contract for new residents will not be considered complete without an accompanying Dining Services Contract. Note: Summer residency does not require a meal plan but is not included as a previous term of residence and does not exempt a student from the meal plan requirement for new residents during the fall and spring semesters.
5. Acceptance of the contract does not guarantee assignment to a specific complex, building, room, or roommate.
6. Assignment to or occupancy of residence hall space does not include these rights during the periods between academic terms, unless assigned to 9-month contract residence halls (i.e. Magnolia Apartments A and C buildings). The Department reserves the right to grant occupancy with appropriate charges, to any person between academic terms under such conditions as it deems advisable.
7. Residence hall 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.
8. The student may, after written approval from the Department of Housing & Residential Education, move to another residence hall space in accordance with the University's reassignment policies, which are incorporated herein by reference.
9. The Department reserves the right of room consolidation. If one of the occupants of a double occupancy room moves out, another occupant will be assigned to that room by the Department. If no such assignment can be made, upon notification by the Department, the remaining occupant will exercise one of the following options: (a) locate another roommate who agrees to be reassigned to the occupant's room, (b) be reassigned to a double occupancy room chosen by the Department, or (c) be reassigned to single occupancy, if available, and pay the single occupancy rate.
10. The University reserves the right to determine the need for and the use of all lounges and other common or public areas in and around the Residence Halls. Living unit lounges may be converted and assigned as residence hall space when deemed necessary by

the Director of Housing & Residential Education.

11. The Department may, in accordance with applicable rules of the University and the Board of Trustees, initiate reassignment or cancel the contract 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 a contract 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

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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

The Department offers three types of Payment Plans. You may pay your rent by the semester, by installment or through Financial Aid if you are receiving enough aid to cover your expenses. Students receiving a designated amount of financial aid will automatically receive a deferment for their payments if their total financial aid received will cover the total cost of their tuition and room rental charge. If approved, a new due date will be sent and the full semester payment will be due at that time regardless of whether Financial Aid has been received. Rates are listed on the accompanying Rate Schedule and are by reference made a part hereof. Rates are subject to change following approval by the Board of Trustees. All rates include the \$200 prepayment and \$25 application fee due with the contract when submitted. 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
Summer A or C Contract	5/1/09	not available	7/19/09
Summer A/B Contract	5/1/09	5/1/09, 6/15/09	7/19/09
Summer B Contract	6/15/09	not available	7/19/09
Fall/Spring Contract	8/1/09, 12/1/09	8/1/09, 9/1/09, 10/1/09, 11/1/09, 12/1/09, 1/1/10, 2/1/10, 3/1/10, 4/1/10 (for 9-month contract)	11/1/09, 3/28/10
Spring Only Contract	12/1/09	12/1/09, 1/1/10, 2/1/10, 3/1/10	3/28/10

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. Only those undergraduate students not enrolled in their first year of college as defined by the University of South Florida Undergraduate Bulletin, those receiving an exemption for the First Year Live-On Requirement, and graduate students are eligible to cancel their housing.

2. Eligible students wishing to cancel their housing contract prior to the opening day of the residence halls for the term of the contract 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.

3. The following fees will apply to eligible 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:
Summer A, A/B, C	April 15, 2009	May 1, 2009	May 8, 2009
Summer B	June 1, 2009	June 15, 2009	June 26, 2009
Fall/Spring Contracts**	June 1, 2009	July 1, 2009	August 19, 2009
Spring Only Contracts	November 1, 2009	December 1, 2009	January 8, 2010

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.

4. Eligible students wishing to cancel their contract 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 one-half of the remaining charge on the contract, in residence halls contracted by semester, or two months rent, if in 9-month contract residence halls.

5. **Eligible students who have signed a Fall/Spring Contract and plan to cancel the spring portion of their contract 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, 2009
- \$100 charge if cancelled by December 1, 2009
- \$200 charge plus a prorated fee (if applicable) after December 1, 2009

6. Residents who have not moved into their rooms by 12 p.m. on the first day 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 for one-half of the remaining charge on the contract. If the student is a first year undergraduate student as defined by the University of South Florida Undergraduate Bulletin, they may be referred to the Office of Student Rights and Responsibility for adjudication of policy infraction.

7. 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.