

USF Student Housing Agreement (“Agreement”): The USF Student Housing Agreement is a financially and legally binding Agreement between the University of South Florida’s Board of Trustees, a public body corporate and a prospective or enrolled Student who is, and intends to remain, enrolled at the University of South Florida (“**University**”). This is an Agreement for the use of Space in the Residence Halls located in Tampa and all terms including length of the Agreement, Cancellation terms and other terms as set forth herein.

The Village property, including Beacon, Endeavor, Horizon, Pinnacle and Summit Halls, is owned by HSRE-Capstone Tampa, LLC. For a seamless student experience, the University provides administrative services for the Village including, but not limited to, managing Applications, assignments, and billing on the Owner’s behalf. Students choosing to reside in the Village may be subject to additional requirements set forth below.

Any alterations by the Student to the terms contained in the Agreement will neither be honored nor deemed valid without specific written approval from the Assistant Vice President for Housing & Residential Education, recognizing acceptance of and identifying the proposed alterations. By signing the Agreement, electronically or otherwise, the Student is acknowledging notice of all of the Agreement terms.

I. TERMS OF AGREEMENT:

1. Definitions

Application: The online form that is completed to initiate the Agreement and/or Dining Contract.

Application Fee: A \$50 non-refundable fee that is assessed to a Student account upon submission of an Application.

Cancellation: The act of ending the Agreement and the assignment. Fees may apply.

Consideration: The Student’s Consideration is the payment form made by the Student as outlined in Section I.3. The Department Consideration is the processing of the Application for Room assignment. Either party may cancel the Agreement before assignment of housing as set forth in Section IV below.

Department: USF Housing & Residential Education and/or the Assistant Vice President for Housing & Residential Education or the designee. This term includes the Owner of the Village, as applicable.

Hall Rates: Charge associated with a Space and term.

Housing Portal: An interactive web page that provides authenticated users online access to Department housing management system including Applications, assignments, forms, and information.

Living-Learning Community Program Charges: Additional charges associated with enhanced program offerings for Students living in select communities.

Owner: The Owner refers to HSRE-Capstone Tampa, LLC, principal owner of the Village.

Residence Halls: All traditional room, suite, and apartment style halls, unless otherwise specified, including the Village, as applicable.

Room: A traditional room, suite, or apartment in the Residential Halls, including the Village, as applicable.

Space: A bed in a traditional, suite, or apartment in the Residence Hall, including the Village, as applicable.

Standby Process/List: The process initiated when demand for on-campus housing exceeds supply and Application or room selection process has closed. To join the Standby list, Students submit a request via the Housing Portal and agree to be assigned to any Space if one becomes available.

Student: An individual that has been admitted to the University.

Village: The residential property owned by HSRE-Capstone Tampa, LLC. Beacon, Endeavor, Horizon, Pinnacle and Summit Residence Halls are collectively known as the Village.

University: University of South Florida

2. **Application Fee:** Upon submission of the Application, the Application Fee will be assessed to the Student account. The Application Fee will be considered paid for purposes of assignment when one of the conditions below has been exercised:
 - a. The Application Fee payment is submitted using University payment processes; or
 - b. The Department processes and approves a deferral of the required Application Fee. The Application Fee will not be waived.
3. **Effective Date:** The Agreement shall become effective upon the Department receiving the housing Application, the Application Fee (by one of the two methods specified in Section I.2), and meet the terms listed in Section I.4. Once this Agreement becomes effective, the Student is eligible for an assignment.
4. **Eligibility Requirement for Housing:**
 - a. Students who have been accepted to the University by the University Office of Admissions are eligible to apply for housing. The Student must submit both the Application and Application Fee (see Section I.2) which is Consideration for this Agreement.
 - b. Student must remain enrolled in University courses during each semester covered by the terms of this Agreement. Should Student fail to meet this enrollment requirement, the Department, on behalf of the University, may cancel the Agreement and require Student to vacate their assigned Space in accordance with applicable University policies or other applicable laws, regulations, policies, or procedures
 - c. **Assignment Prerequisites:**
 - i. **Orientation Requirement:** Undergraduate Students must comply with University orientation requirements by registering for appropriate orientation program with the Office of Orientation. Continuing Students have already satisfied the orientation requirement. The Department will not refund the Application Fee if the Agreement is cancelled due to non-compliance with the orientation requirement.
 - ii. **Availability for Housing:**
 1. The Department may initiate a Standby Process if the availability of housing becomes limited. To be considered for a Space, the Student must register for the Standby List via the Housing Portal. Registration for the Standby List indicates that the Student will accept the Space assigned, regardless of Room type preference. Students assigned from the Standby List waive the 48 hours Cancellation eligibility described in Section IV.2.a. ii.
 2. The Department may cancel the Agreement if a Room is not available or appropriate for assignment to the Student
5. **Inability to perform:** If the Department is unable to assign a Student a Space due to:
 - a. the Student's failure to meet the assignment prerequisites; the Agreement will be considered cancelled by the Student without refund of the Application Fee; or
 - b. the Department's inability to identify available Space; the Agreement will be considered cancelled and the Department will credit the Application Fee to the Student's account.
6. **Length of Agreement:** The Agreement dates covered by these terms, conditions, and responsibilities are for the Fall 2023 and Spring 2024 terms. The dates for each semester are available on the [USF Housing](#) website. The Agreement start and end dates and the length of Agreement may be adjusted with notice to the Student to align with the University academic calendar. Occupancy during break periods is limited to specific locations and incurs an additional charge.
7. **Occupancy Status:** Occupancy occurs when a Student is issued the keys to the Space or is checked-in via the student housing software. If either condition exists, then the Space is considered occupied. Occupancy will remain in effect until the check-out procedure is followed to depart the Space. Removing personal belongings and vacating the assigned Space without completing the proper check-out process will be considered an improper check-out and the Student will be financially responsible for the terms of the Agreement and all associated fees.
8. **Occupancy Requirements and Transferability:** ONLY the Student with whom the Agreement is made may inhabit Student's assigned Space, and such Space is not transferable. Spaces may not be sublet to another person(s). Appropriate monetary charges, as determined by the Department, will be assessed, and/or disciplinary action will be taken, against violators of this section.

9. **Guest and Visitor Access:** Guest/Visitor access may be prohibited or restricted within Room or building. Students are responsible for the actions and any damages incurred by their guests. A Student is prohibited from inviting or hosting a person in their Room, Residence Hall, or on campus when the Student knows that the University Police or other University official has barred that person from campus. Any Student or person who knowingly violates this section may be subject to all applicable University, civil and criminal penalties.
10. **Entry Rights:** Authorized Department personnel may enter Student's Space without the Student's permission (but following prior notice to Student) for maintenance/housekeeping purposes and for fire/safety inspections. When authorized Department personnel have reasonable belief that a violation of a University Policy, or violation of any local, state, or federal law, regulation, or ordinance is in progress, or in the event of an emergency, such personnel may enter Student's Space without notice to Student. Students living in the Village also grant similar rights prescribed to the University above to personnel authorized by the Owner (including, without limitation, personnel of Owner's property manager).
11. **Condition of Space:** The Student acknowledges their responsibility to keep Space and Room in a clean and orderly condition and to adhere to sanitation standards in shared spaces. University staff retain the right to conduct health and safety inspections of the Room. Charges may be assessed to Students for damage to, unauthorized use of, or alterations to, buildings, rooms, furnishings, appliances, equipment, or locks, and for special cleaning necessitated by improper care of buildings, rooms, furnishings, appliances, or equipment either within Student's Room or on the floor or in the building wherein Student's Space is located. In the event additional expenses are incurred associated with the foregoing, the Student will be assessed such expenses.
12. **Room Assignment:** The Department does not guarantee an assignment to a specific complex, building, Room, roommate, room type, or room occupancy (single, double, or triple). The Department reserves the right to consolidate, change the occupancy designation, or change the assignment either in advance of check-in or after the start of the term. If one of the occupants of a double occupancy Room moves out, the Department will assign another occupant to that Room. 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; or (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. In the event there is maximum utilization of facilities and no assignment can be made, the Department will notify the Student at which time any fees paid by the Student will be credited to the Student's account.
 - a. The University reserves the right to contract for comparable student housing accommodations in the event of excessive occupancy, available facilities, natural disaster, etc. The Student agrees that all terms and conditions of this Agreement are applicable in the event that additional student housing accommodations must be secured.
 - b. Students who have not properly occupied their Room by 12 p.m. on the first day of classes and have not notified the Department of their late arrival may be reassigned based on the needs of the Department.
13. **Room Change/Reassignment:** The Student may, after written approval from the Department, move to another Residence Hall Space in accordance with the Department's reassignment policies, which are incorporated herein by reference. Those Students living in the Village may also need additional approval to be eligible transfer to a Room outside of the Village.

A Student shall not be permitted to transfer to another Space without the approval of the Department. If the Student does occupy another Space without the approval of the Department, they will be responsible for the Hall Rates of both the Space they moved to and the Space they are assigned.
14. **Use of Spaces:** The Department reserves the right to determine the need for and the use of all Rooms, lounges, and other common or public areas in and around the Residence Halls. At the discretion of the Department, the Department may limit or restrict the use of the common areas and multipurpose spaces. Residential Hall lounges may be converted and assigned as Residence Hall Space when deemed necessary by the Department.
15. **Meal Plan Requirement:** All First Time in College Students residing in the USF Residence Halls located in Tampa are required to purchase a meal plan. More information on meal plan options can be found at [USF Dining](#).
16. **Health and Safety.**
 - a. The Student acknowledges the inherent risk associated with living in a community environment and the Student's shared obligation to prioritize health and safety for the benefit of the entire community.
 - b. The Student acknowledges they have considered their own personal health status and risk factors inherent with community living.
 - c. The Student agrees to adhere to University expectations intended to minimize risk of exposure of transmissible diseases consistent with health and safety guidance as determined by the University (for example practicing physical distancing and wearing appropriate face covering, etc.).

- d. The Student acknowledges they may be required to submit to symptom checking or testing to access and remain in the residential community.
 - e. The Student agrees to disclose to the appropriate University medical official immediately upon notification of a transmissible disease test status (i.e., COVID-19, meningitis, tuberculous, etc.) or contact about high-risk exposure and instruction to isolate.
 - f. The Student agrees to comply with University direction requiring isolation. Isolation may require removal from assigned Space, Room, building, or campus. Isolation does not constitute Cancellation of the Agreement.
 - g. Students are required to comply with all health and safety law, orders, ordinances, policies, regulations, and guidance adopted by the University or Department as it relates to transmissible diseases. This guidance may evolve as circumstances warrant. University may require the Student to leave University housing in the event the Student's continued presence poses a health or safety risk to the housing community.
17. **Accessibility:** A variety of facilities is available for Students with accessibility needs and other medical considerations. Students requesting reasonable accommodations for housing based on an accessibility need or a medical condition must submit their request for said accommodations in writing to the Department by July 1 for the fall semester; November 1 for the spring semester; and April 1 for the summer semester(s). Department staff may confer with the Office of Student Accessibility Services and/or Student Health Services to determine any reasonable and appropriate accommodations. Any information provided to the Department substantiating an accessibility need or medical condition will be maintained in strict confidence pursuant to Federal and Florida laws.
18. **Utilities:** The Department is not liable for interruption or failure of utilities such as heating, air conditioning, water, electricity, internet, etc. The Department reserves the right to assess additional charges and/or Hall Rate during the Agreement period to offset increased utility and/or other operational costs, provided the Department gives written notification to the Student at least 30 days prior to any increase in Hall Rate or charges.
19. **Damage Liability:** 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) Students are encouraged to provide their own personal property loss insurance.
20. **Department Reservation:** The Department reserves the right to make additional and/or modify existing rules and regulations. The Department agrees to make every reasonable effort to inform Student of any regulation changes or pertinent policy information
21. **Departmental Discretion:** The Department may cancel the Agreement or change Student's Space assignment in the interest of order, discipline, health, safety, security, maximum utilization of Department facilities and resources, and/or educational delivery, or for the Student's failure to pay Hall Rate or charges in a timely manner.
22. **Adherence to USF Restrictions and Compliance with USF Regulations:** Student agrees to comply with, and uphold, all University policies, procedures, regulations, as well as all local, state, and federal laws.
23. **Provisional Removal for Behavior:** Student(s) who have been determined to create an immediate danger, threat, or disruption to the residential community may be provisionally removed from the Residence Halls until an investigation and a resolution can occur. Students will remain financially responsible for the Agreement during the provisional removal.
24. **Correspondence:** Correspondence from the Department will be emailed to Student at their official University email account.

III. RATES AND PAYMENT OPTIONS:

- 1. **Residence Hall Rates:** Rates are listed on the [Department's website](#) and are subject to change following approval by the University Board of Trustees. Students receiving Financial Aid will have any outstanding housing charges deducted from their aid prior to receiving a reimbursement check regardless of their payment option. The Agreement is separate from, and not contingent upon, financial aid or scholarship award notification.
- 2. **Living Learning Community Program Charges:** Student acknowledges that Living Learning Community Program Charges are non-refundable and assessed in full by semester to the OASIS account of all Students in a Living-Learning Community Space for any portion of the semester. These charges are published on the [Department's website](#) for reference.
- 3. **Student's Payment Obligation:** The Student acknowledges that Spaces have different Hall Rates. The Hall Rate a Student will be obligated to pay will depend on the Space assigned to Student. The Student acknowledges that they will be bound by the Agreement and any change in Rates, fees, or other financial obligation.
- 4. **Unpaid Charges:** Any unpaid Hall Rate, Cancellation fee, or other charges accrued under the Agreement may be

applied to Student's University account and may result in a hold being placed on Student's record and/or academic transcripts. Please see section III.2. and III.3. for additional details.

5. **Method of Payment:** The methods of payment are listed below:

- a. **Payments Online:** Online payments, via credit card or e-check, for housing, may be completed via the USF payment gateway available at [MyUSF](#). *Online payments made via the OASIS payment link will be processed as per the USF Cashier's Office protocols.*
- b. **Payments by Check:** Housing payments by paper check/money order may be mailed to the USF Payment Center at:
University of South Florida
PO Box 864571
Orlando, FL 32886-4571

IV. PAYMENT SCHEDULE

1. **Payment Schedule:** All housing fees are due by the financial aid deferment date for the term in which the housing is effective. Please refer to the [University Scholarships and Financial Aid Services](#) website for information on the deferment date for each term.
2. **Default Process:** If a Student defaults in the payment of Hall Rate or other housing charges, the Student may be charged a 5% late fee on the outstanding balance, remain liable for the agreed amount and any other housing charges. In addition, the Student's University records may be placed on administrative hold.
3. **Collection Process:** Students failing to make payment within the appropriate time frame, as set by the University Controller's Office, will be subject to the University's collections policy (please see the [University Controller's website](#) for more information).

V. **CANCELLATION:** Notwithstanding anything contained herein, and even when Student's Cancellation is permitted under the terms of the Agreement, the Agreement may not be canceled without the prior written approval of the Department. The Department may, within its sole discretion, deny any Cancellation requests. Where Cancellation of the Agreement is subject to the Cancellation fees set forth in the Agreement, any fees will be added to the Student's financial account and will be due and owing immediately. Non-payment of the fees may result in a Student registration hold or restriction on graduation and ability to obtain a transcript. Late payments may also include collection fees. Students should refer to Section III of this Agreement for more information regarding the Payment Schedule.

1. **Cancellation by Department:** The Department may, in accordance with applicable rules of the University, initiate reassignment or cancel the Agreement if deemed necessary by the Department in the best interest of order, health, conduct, safety, security, disaster, failure to comply with any and all [University regulations, policies](#), or directives.
 - a. **Cancellation Due to Non-Enrollment:** The Department may cancel the Agreement for any individual who is not enrolled at the University for the duration of the Agreement. Students whose Agreement has been cancelled will be required to vacate the Room within 24 hours from notification unless otherwise indicated. Any and all Cancellation fees will be charged to the Student, as applicable (see section IV. 3. for the Cancellation fee schedule) and a registration hold will be placed on their record for the remainder of the Agreement term. A Student who desires to re-enroll in classes during the term of the Agreement will be required to secure a new Agreement for an available Space before registering for classes.
 - b. **Cancellation Due to Academic Dismissal:** Students who are academically dismissed by the University will not be charged a Cancellation fee, provided they cancel the Agreement, vacate the Room, and complete the prescribed check out procedures at least five (5) business days prior to the opening of the Residence Halls for the upcoming term. Students who are academically dismissed and fail to complete these steps by the deadline noted above will be charged a \$1,500 Cancellation fee and a daily-prorated Rate.
 - c. **Cancellation Due to Conduct Dismissal:** Students who are removed from the Residence Halls and/or dismissed from the University as a result of Student conduct sanction or are currently a subject of an ongoing investigation by Student Conduct & Ethical Development, will be subject to all full fees set forth in the Agreement and their account will be charged full Hall Rate through the term of the Agreement.
 - d. **Cancellation Due to Administrative Dismissal:** Students who are removed from the Residence Halls and/or dismissed from the University for administrative reasons will be responsible for a daily-prorated Hall Rate.

2. **Cancellation Request by Student:**

- a. **Eligibility:** The Student may request a Cancellation of the Agreement if one of the following conditions is met (documentation will be required and fees may be assessed as more particularly set forth below):
 - i. The Student has not been assigned a Space;
 - ii. The Student has been assigned a Space but a Cancellation request is submitted in Housing Portal within 48 hours of the timestamp of the assignment;
 - iii. Non-Enrolled Student:
 - a. The Student graduates and does not continue in another USF program;
 - b. The Student receives military order for active duty;
 - c. The Student has a USF medical withdrawal; or
 - d. The Student withdraws and is no longer enrolled at USF.
 - iv. Enrolled Student:
 - a. The Student participates in an academic program that requires residence outside Hillsborough, Pasco, or Pinellas county;
 - b. The Student participates in a USF sponsored and/or approved study abroad program headquartered or stationed outside of Hillsborough, Pasco, or Pinellas counties;
 - c. The Student relocates to USF St. Petersburg campus, submits a USF St. Petersburg Housing Agreement, and is assigned a Space for a Residence Hall located in St. Petersburg; or
 - d. The Student is newly married during the term of the Agreement.

A Student living in the Village agrees that early cancellation of this Agreement may not be permissible.

- b. **Procedure:** Students who meet one of the eligibility requirements as set forth above in Section 2(a) may request the Cancellation of the Agreement. The Student must submit a written request via the 2023-24 Student Housing Cancellation Request Form (available in the [Housing Portal](#) under Requests) indicating which of the conditions set forth in Section 2(a) applies and provide the required documentation. **Requests for Cancellation over the phone, in-person, or via email will not be accepted.**
- c. **Cancellation Request without Assignment:** Any Cancellation request received before an assignment is made will be approved with no fee. Please note that the Application Fee will not be refunded.
- d. **Cancellation Request Due to Graduation:** A Student may request Cancellation of their Agreement and will not be charged a Cancellation fee provided that the following conditions are met: (1) the Student is no longer registered for any academic program, degree-seeking or not, at the University; and (2) the Student submits the request before the priority registration deadline posted on the Office of the Registrar [website](#); and (3) the Student completes the Room check-out process at the end of the term (semester) in which graduation occurs. Failure to properly follow the steps above will result in a fee of \$1500.
- e. **Cancellation Request Due to Non-Enrollment:** A Student, who receives an assignment prior to the opening of the Residence Halls and cancels for non-enrollment, shall be considered a Cancellation for Non-Enrollment (see Section IV.1.a). A Student, who receives an assignment and has their courses dropped for any reason after the opening of the Residence Halls, shall have their Agreement cancelled, be charged a daily pro-rated Hall Rate plus one half of the remaining Rate on the Agreement. A registration hold will be placed on their record for the remainder of the Agreement term.
- f. **Cancellation Request Due to Deferred Admission/Enrollment Status:** A Student, who has received an assignment and cancels their Application due to an approved deferred enrollment request, may be charged a Cancellation fee in accordance with Section IV. 3. If the Student enrolls in the approved term, submits an Application to live on-campus, and assumes occupancy of the Room, then the Spring portion of the Cancellation fee will be adjusted on the Student's OASIS account and the hold lifted. The original Application Fee will not be applied towards the new Application.
- g. **Cancellation Request Due to Military Orders:** A Student, who receives lawful orders to report for military service during the term of the Agreement, shall be permitted to cancel their Agreement without a Cancellation fee provided that the following conditions are met: (1) the orders were received after the Student was assigned to the Residence Halls; and (2) the order require the Student to report for duty prior to the end of the semester in which the order were received. The Student will be charged a pro-rated Hall Rate for the time of occupancy.
- h. **Cancellation Request Due to a Medical Withdrawal:** The Student must provide a medical withdrawal that has been accepted and approved by the University to be considered for a Cancellation due to a medical withdrawal. Medical withdrawal terminates the Agreement for any semesters commencing after the medical withdrawal date, and the Student will receive a credit for a portion of the Hall Rate for the semester the Student withdraws for medical reasons, based upon the Student's move out date.

- i. **Cancellation Request Due to Campus Change (Tampa/St. Petersburg):** Student may submit a request for Cancellation along with proof of an active Agreement for the equivalent term for the campus to which they are transferring (destination campus). Any Student submitting a Cancellation request after the University's add/drop period (5:01 p.m. EST of the first Friday of the semester) will be considered for a Cancellation at the start of the Spring semester. If the Student is transitioning to a USF residence hall in St. Petersburg in the Spring and moves out of their current assignment at the end of the Fall term, then the Student shall be released from the Agreement at the conclusion of the term without penalty when both of the following conditions are met: (1) a current housing Application and requirements have been submitted to the destination Housing Department within 3 business days of the approved Cancellation request; and (2) the Student assumes Occupancy of the assigned Space at the destination location.
- j. **Cancellation Request Due to Marriage:** The University does not provide student housing for families. A Student may submit a Cancellation request due to marriage when a legal union occurs during the period of the Agreement. The Student shall be charged the appropriate Cancellation fee as outlined in the Agreement (Section IV. 3.). Upon submitting the Cancellation request, the Student must submit a copy of the marriage license as a supporting document to process the Cancellation request.
- k. **Cancellation Request Due to Consideration of Extenuating, Unforeseen Circumstances:** A Student may submit a Cancellation request for consideration of extenuating, unforeseen circumstances that arise after the Effective Date of the Agreement. The Student must submit all supporting documentation they wish to have considered when Cancellation request is reviewed. If the Cancellation of the Agreement is approved, the Student will be subject to posted fees. If the Cancellation of the Agreement is approved after Student has checked into the Space, Student will be responsible for a prorated Hall Rate for time assigned to the Room, plus one-half of the remaining Hall Rate charges on the Agreement (this may include fall and/or spring charges). If the Cancellation request is denied, the Student remains responsible for the terms of the Agreement. Online class modality is not considered an extenuating circumstance.
- l. **Cancellation Fee:** Unless a different Cancellation fee is specifically stated above (Section IV.1 or 2), a Student whose Cancellation request is approved after a Space has been assigned will be charged a Cancellation fee of:
 - a. \$500 if Cancellation request was submitted in the Housing Portal before May 1, 2023; or
 - b. \$750 if Cancellation request was submitted in the Housing Portal May 1-31, 2023; or
 - c. \$1,000 if Cancellation request was submitted in the Housing Portal June 1-30, 2023; or
 - d. \$1,250 if Cancellation request was submitted in the Housing Portal July 1-31, 2023; or
 - e. \$1500 if Cancellation request was submitted in the Housing Portal August 1-16, 2023; or
 - f. Half the remaining Hall Rate for the Agreement if Cancellation request was submitted in the Housing Portal August 17, 2023 or after.

VI. APPEALS:

Appeals: Student may submit to the Department an appeal regarding the application of the Agreement if there is additional relevant information to be considered not available at the time of the original request for Cancellation or if additional documentation supporting change in circumstances is provided. Appeals must be submitted in writing using the Appeal Form (located in the [Housing Portal](#) under Requests). Appeals are reviewed by the Appeals Officer/Committee. Appeals are not to be given or heard verbally. Decisions by the Appeals Officer/ Committee are final and cannot be further appealed.

VII. GENERAL PROVISIONS:

1. **Department Interpretation Controls:** Department shall make the final interpretation of, or determination under, all provisions of the Agreement, as well as any related University Policies.
2. **Department Not Liable:** The University is not liable for loss of or damage to Student's personal property kept in Student's assigned Space or on or about any of Department's facilities.
3. **Modifications:** The Agreement may not be modified or amended, except by a further written instrument executed by Department.
4. **No Waiver:** Any failure by either party hereto to exercise any of its rights hereunder shall not be construed as a waiver of such rights, nor shall any such failure preclude exercise of such rights at a later time.
5. **Severability:** Whenever possible, each part of the Agreement shall be interpreted in such a manner as to be valid under the applicable law. However, if it shall be found that any part of the Agreement is illegal and unenforceable, such part or parts shall be of no force and effect to the extent of such illegality or unenforceability, without invalidating the legal and enforceable remainder of such part or parts or any other part of this Agreement.

6. **Assignment:** The Agreement shall not be assigned by either University or Student without the express written consent of the other party, which consent may be given in each party's sole discretion.
7. **Headings:** Section headings used in the Agreement are for convenience only and are not to be construed as part of the Agreement.
8. **Construction:** The Agreement shall not be construed more strongly against any party, regardless of who is responsible for its preparation.
9. **Public Records:** The Agreement is subject to the Public Records Law of the State of Florida, Chapter 119, Florida Statutes.
10. **Student Information:** Those living in The Village hereby agree that the Owner shall receive all Student information provided in the Agreement and waives and releases Owner from any duty of confidentiality that may apply to such information
11. **Governing Law; Venue:** The Agreement and all transactions governed by the Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to principles of conflicts of laws. In the event of any legal or equitable action arising under the Agreement, the parties agree that the jurisdiction and venue of such action shall lie exclusively within the courts of record of the State of Florida located in Hillsborough County, Florida, and the parties specifically waive any other jurisdiction and venue.
12. **Sovereign Immunity:** Nothing contained herein shall be construed or interpreted as (a) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (b) the consent of University or the State of Florida or their agents and agencies to be sued; or (c) a waiver of either University's or the State of Florida's sovereign immunity beyond the limited waiver provided in section 768.28, Florida Statutes.
13. **Merger:** The Agreement is the complete, entire, final, and exclusive statement of the terms and conditions of the Agreement between the parties as of the Effective Date, but subject to any addendum or amendment entered into between University and Student subsequent to the Effective Date (including an addendum pertaining to the Village, if applicable). This Agreement supersedes, and the terms of this Agreement govern, any prior collateral Agreements, whether written or oral, between the parties with respect to the subject matter hereof.
14. **Time of the Essence:** Time is of the essence of the Agreement.
15. **Electronic Signature; Counterparts:** The Agreement may be executed by electronic signature in accordance with Florida law, and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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, marital status, religion, national origin, disability, age, Vietnam Era or disabled veteran status, sexual orientation, or gender identity, as provided by law and in accordance with the University's respect for personal dignity.

Meal Plan Provisions:

Your USF ID, which serves as your meal card, is required for all transactions – no exceptions. All meal plans starting in the Fall for First Year Residents are a two-semester commitment (FALL 2023 & SPRING 2024); Dining Dollar Only plans are not a meal plan.

If your USF ID Card is lost or stolen, you must immediately report it to USF Dining Services 813-974-4499 to place ID on hold or you may place it on hold at usf.edu/Bullbucks. USF Dining is not responsible for any meals missed due to lost or stolen USF ID Cards. You may be eligible for a temporary card issued by the Meal Plan Office located in the MSC room 1502. The card would be valid only at dining halls for 5 days from when it was issued. You must return the temporary card, or you will be charged \$10.00.

ST. PETERSBURG CAMPUS ONLY

Once you have reported your card lost or stolen, please visit The Dining Office in the USC to receive a temporary card from a USF Dining Team member.

RESIDENTIAL MEAL PLANS

First Year *TAMPA CAMPUS ONLY*

As part of your first-year experience at USF, students who are residing on campus, are to select a meal plan prior to moving into their residence hall or on-campus apartment, and may select an Open Access, Any15 and Bull Block 175 (Summer residency is not included as a previous term of residence and does not exempt a student from the meal plan requirement for new residents). Exceptions are for transfer students with 12 or more college attended credit hours (dual enrollment does not apply). First year students who move on campus after the start of the semester have one week to select an **Open Access, Any15 or Bull Block 175 meal plan.**

ST. PETERSBURG CAMPUS ONLY

As part of your residential experience at USF, students who are residing on campus, are to select a meal plan prior to moving into their residence hall or on-campus apartment, and may select an Open Access, Any 15, or Bull Block 175 meal plan. (For First Year Students, summer residency is not included as a previous term of residence and does not exempt a student from the meal plan requirement for new residents). Any student who moves on campus after the start of the semester has one week to select an **Open Access, Any 15 or Bull Block 175 meal plan.**

SUMMER MEAL PLAN

Your USF ID, which serves as your meal card, is required for all transactions – no exceptions. All meal plans starting in the summer for First Year Residents are required for Summer, Fall and Spring semesters. Dining Dollar Only plans are not a meal plan. Non-First Year student residents and off campus students on the Tampa Campus and all students on the St. Petersburg Campus have the option of the Open Access or Summer Bull Block 75. First year student residents on the Tampa campus are required to select the Open Access Meal Plan Option for the summer semester. Any unused Dining Dollars exclusively associated with a Summer 2023 plan will be forfeited on the last day of the academic semester, **08/04/23.**

Meal Plan Change Period:

You may upgrade your meal plan at any time. A Meal Plan change period is provided each semester during which you may change the prorated value of your Residential Meal Plan to another eligible Residential Meal Plan. **Fall 2023 change period: 08/21/23 - 08/25/23 by 4pm & Spring 2024 grace period 01/08/24-01/12/24 by 4pm. If you are looking to downgrade your meal plan, and are eligible to do so, these changes MUST be completed in-person at our Meal Plan Office location, located on the Tampa Campus in the Marshall Student Center, MSC 1502.**

Cancellation Policy:

It is the meal plan holder's responsibility to notify USF Dining of the request to downgrade or cancel a meal plan by the end of the Meal Plan Change Period (see above) unless withdrawing from the University. All cancellations must go to the USF Dining Leadership Team for review and decision. If a student cancels their Housing assignment, the student must contact USF Dining to cancel their meal plan. Non-payment does not cancel your meal plan. Exceptions: Students not returning for Spring semester need to send verification of registration withdrawal or transfer to the Meal Plan Team by the end of the Fall semester. Send all attachments to dining@usf.edu.

Dining Dollars:

Any unused Dining Dollars from the Fall semesters will rollover to the Spring semester with the purchase of a Spring Meal Plan (excludes Dining Dollar Only Plans). If the account holder does not wish to participate in the Spring Meal Plan (off-campus students only) any unused Dining Dollars will be forfeited at the end of the Fall semester: Last day of Fall meal plan Thursday, December 7, 2023. **Unused Spring Dining Dollars will be forfeited at the end of the semester.** May 2nd, 2024. It is the student's responsibility to monitor their Dining Dollar balance. This can be done by downloading the MyUSF app and

selecting the Bulls Bucks button (this will show the Dining Dollars balance). Additionally, students can log onto their Canvas account and the Dining Balance will show on their dashboard. **Dining Dollar only plans are valid only for the semester purchased.**

Refund Policy:

All purchases are final. Exceptions will be made for IT processing errors. All refunds for IT processing errors will be refunded to the credit card used for the purchase.

All meal plans will be automatically reactivated for you to enjoy beginning January 4th, 2024. Should you wish to make any changes to your plan, we encourage you to contact USF Dining at dining@usf.edu during the appropriate grace period (see section: Meal Plan Change Period).

Important Dates:

The Fall Meal Plan begins on Thursday, August 17th, 2023, with opening and ends Thursday, December 7th, 2023. Spring Meal Plans begin on Thursday, January 4th, 2024, and ends Thursday, May 2nd, 2024.

Certain USF Dining locations may be closed for the Thanksgiving Holiday, Winter Holiday, Spring Break, and other University Holidays. Dining Hours* are subject to change due to school holidays, exam schedules, reading days, and inclement weather conditions.

*View USF Dining’s Hours of Operations, Menus, and limited time Meal Plan Offerings at www.usfdining.com.

Payment Provisions:

All charges for a meal plan selection will be posted to the student account (OASIS) with payment due in accordance with university payment deadlines or as otherwise specified:

FALL 2022

Item	Deadline
MEAL PLAN PAYMENT DUE DATE	August 25, 2023 (4:00 PM)
MEAL PLAN PAYMENT DUE DATE For students with billed Florida Prepaid Tuition Plans or with Financial Aid Deferrals	October 28, 2023 (4:00 PM)

SPRING 2023

Item	Deadline
MEAL PLAN PAYMENT DUE DATE	January 12, 2024 (4:00 PM)
MEAL PLAN PAYMENT DUE DATE For students with billed Florida Prepaid Tuition Plans or with Financial Aid Deferrals	March 23, 2024 (4:00 PM)

Tax on dining dollars is deducted from the account as spent. As a resource, more information regarding student account (OASIS) payments can be found by visiting www.usf.edu/cashiers for Tampa Campus and www.usfsp.edu/administrative-and-financial-services/cashier/ for St. Petersburg Campus.

Meal Plan Usage:

All funds and plans purchased for use in USF Dining are for the personal use of the owner of the account or plan only and are non-transferable. The USF Dining funds and plans cannot be used as a gift card or gift certificate.

GUEST MEAL POLICY

The Open Access meal plan includes up to 8 guest vouchers to be used per semester at the dining halls. The meal plan holder must present the voucher for their guest at the register and specify they would like to use one of their guest vouchers at that time. Any unused guest vouchers will be forfeited at the end of the semester. Students may pick up their guest voucher card from the Meal Plan Office starting the 2nd week of the fall or spring semester. All meal plans come with Dining Dollars. Dining Dollars may be used to treat guests to a meal at any USF Dining location.

Any 15 RESET

Meals on the Any 15 run from Thursday morning to the following Thursday evening. Unused meals will not carry over to the following week and the plan will reset to 15 meals Thursday morning. Meal Plan holders can always treat guests utilizing their Dining Dollars.

Carry-out Policy

As a courtesy, USF Dining offers the option to take your meal to-go from any three Dining Halls on campus, using our eco-

friendly green to-go box. At the Hub, Juniper Dining and Champions Choice, please specify if you will be dining in or would like to take your meal to-go. For each meal taken to-go, you will be charged one meal swipe or the dining dollar amount for that meal period. There will be a one-time \$5 deposit fee for your initial to-go box. After using your to-go box, please return to the Hub, Juniper Dining or Champion's Choice to exchange for a clean box. A maximum of two to-go boxes are allowed out at one time.

TAMPA CAMPUS ONLY

The meal swipe portion of the meal plan will be redeemed at The Hub Dining Hall and Juniper Dining Hall. Each plan comes with a Flex-I-Bull Meal Swipe, which can be used once per day at Argos Exchange (FOODLAB, Flip Kitchen, Bay Coffee & Tea Co.) and/or Juniper Flip Kitchen. The Plus Access option can be added on and applied to any meal plan. This grants meal plan holders meal swipe access into Champion's Choice, located next to Campus Recreation and the Yuengling Center.

Dining Dollars can be redeemed at any USF Dining location on campus, including certain concession stands at The Yuengling Center. (This excludes the USF Bookstore Café and Tarek's Café).

Currently Panera Bread and Starbucks Pinnacle and at The Library accept gift cards.

ST. PETERSBURG CAMPUS ONLY

The meal swipe portion of the meal plan will be redeemed at The Nest Dining Hall, located in Osprey Hall. Dining Dollars can be redeemed at all USF Dining locations. (The Reef, The Nest, Kahwa Coffee and The Bull Market). For Open Access Meal Plan Holders, guest voucher books may be picked up from the Cashier at The Nest starting the 2nd week of the fall or spring semester.

TO-GO POLICY

If you would like your meal to-go from one of our dining halls at the Tampa or the St. Pete campus, you can do so by opting into USF Dining's OZZI O2GO program. To view USF Dining's Reusable To-Go Policy and learn more about our OZZI O2GO Program visit: <https://usf.campusdish.com/Sustainability/WhatWeAreDoing>