

2015-16 USF Greek 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's Board of Trustees, a public body corporate acting for the University of South Florida 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 Assistant Vice President for Housing & Residential Education recognizing acceptance of and identifying the proposed alterations.

Hereafter, all references to the term Department are understood to mean the Assistant Vice President for Housing & Residential Education or designee; all references to the Assistant Vice President for Housing & Residential Education are understood to include a designee. All references to the term residence hall(s) are understood to include all suite and 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:

A.1. The contract dates covered by these terms, conditions, and responsibilities are the Fall 2015, Spring 2016, and Summer 2016. The dates for each semester are available on the USF Housing website at usf.edu/housing.

A.2. The contract, when appropriately submitted with required application payment or approved application payment deferment, becomes effective upon the date of the Department's deposit of payment or processing of the deferment, acceptance of said contract, and it 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. Students are responsible for printing their own copy(ies) of the contract.

A.3. Notification of acceptance to the University by the Admissions Office does not constitute acceptance of a Housing Contract nor does it guarantee space will be available. The prospective or enrolled student is considered eligible for a residence hall space when all of the following conditions are met; the prospective or enrolled student submits the contract with required application and housing prepayment fee(s) or with approved payment deferments/waiver, admissions deposit/waiver (for new First Year undergraduate students), orientation reservation (for new undergraduate students to the University), proof of tuberculosis screening or waiver (for international or domestic students who have non-US home addresses at time of admissions application), proof of meningitis vaccination or waiver (boosters are necessary for those who receive the vaccination prior to age 16), and proof of vaccination or declination of vaccination for Hepatitis B, and the contract is accepted by the Department and payment deposited/waiver approved. No assignment can be made without the required conditions being met.

A.4. 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. Students first enrolling in the summer are required to live in the residence halls during the consecutive summer, fall and spring semesters. 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 are required to live in the residence halls during the spring semester. Additionally, all First Time in College students are required to purchase a meal plan. More information on meal plan options can be found at usf.campusdish.com. See [the First Year Live-On Requirement Policy](#) for information on requesting an exemption.

A.5. Acceptance of the contract does not guarantee assignment to a specific complex, building, room, roommate, or room type (single or double occupancy). The Department reserves the right of room consolidation, change the room's gender designation, occupancy designation, or change in 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, 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.

A.6. A variety of facilities are available for students with disabilities and other medical considerations in on-campus housing. Students requesting reasonable accommodations for housing based on a disability or a medical condition must submit their request for said accommodations in writing to the housing office by June 1 for the fall, November 1 for the spring, and April 15 for the summer. Housing staff will confer with the Office of Students with Disabilities Services in order to determine any reasonable and appropriate accommodations. Any information provided to the Department of Housing & Residential Education substantiating a disability or medical condition will be maintained in strict confidence pursuant to Federal and Florida law.

A.7. The Department reserves the right to grant occupancy with appropriate charges, to any person between academic terms under such conditions as it deems advisable. Greek Village Housing Contracts are 12 month contracts, with some houses opting for an additional 9-month option (see your organization for information about 9-month contract offerings and approval to obtain a 9-month contract), and so residents are permitted to remain for the duration of their contract, including winter break and the summer months.

A.8. 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.

A.9. 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. Greek Village students must have approval from their house corporation in order to move to another residence hall.

A.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 Assistant Vice President of Housing & Residential Education. (Lounges will not be assigned in Greek Village.)

A.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, disaster, failure to make required payments according to Payment Schedule, or compliance with the University's immunization policy. 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. Students whose contract has been cancelled will be required to vacate the residence halls within 24 hours from notification unless otherwise indicated. A student's accepted contract maybe cancelled by the Department of Housing & Residential Education due to the maximum utilization of facilities at which time any fees paid will be refunded in the same method in which it was collected.

A.12. The University reserves the right to make additional and/or modify existing rules and regulations. The Department agrees to make every reasonable effort to inform resident students of any regulation changes or pertinent policy information.

A.13. 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.

A.14. Resident(s) who have been determined to create an immediate danger or threat to the community may be provisionally removed from USF Housing until an investigation and a resolution can occur. This authority shall rest with the Assistant Vice President for Housing & Residential Education, or designee. Residents will remain financially responsible for the contract during the provisional removal.

A.15. 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 assessed 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.

A.16. 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.

A.17. 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[2010].) Students are encouraged to provide their own health and personal property loss insurance.

A.18. Students are responsible for knowing and observing University regulations as set forth in the USF Student Planner & Handbook including, but not limited to the section identified as USF Housing & Residential Education, and other official publications/websites, which are incorporated herein by reference (see http://www.sa.usf.edu/dean/docs/USF_handbook.pdf for an online version of the handbook).

A.19. Students living in Greek Village must remain an active member of their Greek organization and abide by all policies governing their particular organization. Failure to remain an active member of their organization will result in a room change out of the Greek Village to an available space in another residence hall on campus.

B. RATES AND PAYMENT OPTIONS

The Department offers three types of Payment Options; semester payments, by installment, or through Financial Aid if aid (not including work study) is sufficient to cover your expenses.

- Rates are listed on the accompanying Rate Schedule, are by reference made a part hereof, and are subject to change following approval by the Board of Trustees. All rates include the \$200 prepayment, due with the contract, which will be deducted against the amount due for room charges. The \$50 application fee is due with the contract when submitted and is in addition to the published rates. 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. This Agreement is separate from and not contingent upon financial aid or scholarship award notification.
- Housing Deferments: Students receiving a designated amount of financial aid will automatically receive a housing 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, typically prior to check-in. A Tuition Deferment does not also constitute a housing deferment.
- Only housing fees should be paid via the “Make a Payment” link on the USF Housing & Residential Education website located at usf.edu/housing. Payments made via the housing payment portal, which are in excess of the housing fees, will be held in a prepayment account until such time that a housing charge occurs. Students may request a refund of the excess funds via the Housing Portal at usf.edu/housing.

Housing fees should be paid via the “Make a Payment” link on the USF Housing & Residential Education website located at usf.edu/housing.

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 Charges	8/1/15	8/1/15, 9/1/15, 10/1/15, 11/1/15	11/1/15
Spring Charges	5/1/16	12/1/15, 1/1/16, 2/1/16, 3/1/16, 4/1/16	3/27/16
Summer Charges	6/15/16	5/1/16, 6/1/16, 7/1/16	7/18/16

* Those residents with a 9-month contract would only make payments for fall and spring only and must vacate the house by May 15, the end of the spring term.

Failure to Submit Payment (Default):

If a resident defaults in the payment of rent or other housing charges, the resident may be charged a 5% late fee on the outstanding balance, 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

Eligibility

D.1. Only the following classifications of students are eligible for a request to cancel his/her contract:

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

D.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, but certain charges may apply. Cancellation requests must be submitted through the Housing Portal under the “Greek Village Cancellation Form” found at www.usf.edu/housing. Requests for cancellation over the phone will not be accepted.

Students living in Greek Village must get written permission from their house corporation to move out of the house at which time they will have two options: 1. Reassignment to an available residence hall space (Those students canceling for the summer term are not required to be reassigned to a residence hall) or 2. Cancellation of their contract with the appropriate fees as described below. The student must communicate with the Greek Village Residence Life Coordinator to select one of the two options listed above. Failure to make contact will result in Housing & Residential Education defaulting to contract cancellation and the student will be responsible for the fees as described below.

D. 3. The following fees will apply to eligible students who choose to cancel their housing contract:

Contract Type	No charge for cancellation if received by	\$100 charge for cancellation if received by	\$200 charge for cancellation if received by	\$500 charge for cancellation if received by	\$750 charge for cancellation if received by
Fall/Spring/Summer	May 1, 2015	June 1, 2015	July 1, 2015	August 1, 2015	August 15, 2015
Spring/Summer	November 1, 2015	December 1, 2015	December 14, 2015	December 23, 2015	January 7, 2016
Summer	April 15, 2016	May 1, 2016	May 15, 2016	Opening Day	N/A

Post-Opening Day Cancellation Eligibility

D.4. 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 \$500 cancellation fee and a prorated rental charge, if applicable. Thus, we strongly encourage early notification of:

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| Study Abroad | Internship/Student Teaching outside of Tampa region |
| Marriage | Withdrawal (including Transfer) from USF |
| Graduation | Becoming a parent prior to the end of the term |
| Military Service out of Tampa | |

D. 5. Eligible students wishing to cancel their contract after the opening day of the residence halls for the given term for any reason other than those listed above may do so by paying:

- A nightly fee for time assigned to the room (if applicable)
- Plus one-half of the remaining charge on the contract (please see the aforementioned contract type in the section above).

Students living in Greek Village must get written permission from their house corporation to move out of the house at which time they will have two options: 1. Reassignment to an available residence hall space (Those students canceling for the summer term are not required to be reassigned to a residence hall) or 2. Cancellation of their contract with the appropriate fees as described above. The student must communicate with the Greek Village Residence Life Coordinator to select one of the two options listed above. Failure to make contact will result in Housing & Residential Education defaulting to contract cancellation and the student will be responsible for the fees as described above.

No Shows/Occupancy Status

D.7 Occupancy occurs when a student officially receives the keys to the room and signs the corresponding keycard or is officially checked-in via the student housing software. If either condition exists, then the room is considered officially occupied. Occupancy will remain in effect until the same procedure is followed to check-out of the space. Removing personal belongings and vacating the assigned space will be considered an improper check-out and the student will be financially responsible for the terms of the contract and associated fees.

D.8. Residents 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 declared “no shows” and be reassigned based on availability of bed space. If the student is found to be not enrolled, the student shall be charged a \$750 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, he/she will be assessed “Administrative Rent” at the lowest published rental rate and he/she may be referred to the Office of Student Rights and Responsibilities for adjudication of policy infraction.

Dismissal

D.9. Students who are dismissed from housing or the University as a result of administrative reasons including, but not limited to student conduct, will be responsible for the contract as per the aforementioned cancellation terms. Students who cancel their housing contract during the dates covering the contract and are later found to have been a subject of an ongoing investigation by Students Rights and Responsibilities and sanctioned for dismissal from housing and/or the University will be subject to the full fees for the housing contract and their account will be adjusted accordingly.

D.10. Students who are academically dismissed by the University will not be charged a cancellation fee, provided they cancel their housing 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 complete these steps after the opening of the halls will be charged a \$750 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, marital status, religion, national origin, disability, age, Vietnam Era or disabled veterans status, sexual orientation, as provided by law and in accordance with the University's respect for personal dignity.