

# Spring 2017 Student Housing Contract Terms, Conditions, and Responsibilities

**I. OVERVIEW:** The USF Student Housing Contract requires students to sign this USF Student Housing Contract as follows:

1. **USF Student Housing Contract ("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. It is a contract for the use of space and all terms including length of contract, cancellation terms and other terms set forth will be enforced. (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. By signing the Contract, electronically or otherwise, the student is acknowledging notice of all of the Student Housing Contract terms.

**II. TERMS OF CONTRACT**

- Definitions:** 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.
- Consideration:** 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 included in this Contract.
- Length of Contract:** The contract dates covered by these terms, conditions, and responsibilities are the Spring 2017. The dates for the semester are available on the USF Housing website at [usf.edu/housing](http://usf.edu/housing). Occupancy during break periods is limited to specific locations and incurs an additional charge.
- Application Fee:** Upon submission of the application, the student account will be assessed a non-refundable application fee of \$50. Assessment of this fee does not imply the contract is complete (see II.5.).
- Effective Date:** The contract, when appropriately submitted with required application payment or approved application payment deferment, becomes effective upon the date of assignment and it remains valid until the end of the contract period. Once assigned, the student is fully responsible for all required payments and lawful charges as set forth in the contract including all cancellation costs. Students are responsible for printing their own copy(ies) of the contract.
- Preconditions to Housing Eligibility:** 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 application fee or with approved payment deferment, 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 vaccination (boosters are necessary for those who receive the vaccination prior to age 16) or declination of vaccination for meningitis, and proof of vaccination or declination of vaccination for Hepatitis B. No assignment can be made without the required conditions being met.
- Meal Plan Requirement:** All First Time in College students residing on campus are required to purchase a meal plan. More information on meal plan options can be found at [usf.campusdish.com](http://usf.campusdish.com).
- Specific Space Assignments:** 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.
- Disabilities and Facilities:** 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 November 1 for the fall. 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.

10. **Student Occupancy:** 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.
11. **Transfer or Reassignment of Space:** 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.
12. **Common Space:** 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.
13. **Department Cancellation:** 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.
14. **Department Modification of Rules and Regulations:** 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.
15. **Adherence to University Restrictions:** A 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.
16. **Provisional Removal for Behavior:** 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.
17. **Maintenance and Damages 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.
18. **Inspections:** 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.
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[2010].) Students are encouraged to provide their own personal property loss insurance.
20. **Compliance with University Regulations:** Students are responsible for knowing and observing University regulations and policies 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](http://www.sa.usf.edu/dean/docs/USF_handbook.pdf) for an online version of the handbook).

### III. 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.

1. **Rates:** Rates are listed on the posted Rate Schedule, are by reference made a part hereof, and are subject to change following approval by the Board of Trustees. The non-refundable \$50 application payment 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.
2. **Housing Deferments:** Students receiving a designated amount of financial aid, as determined by USF, 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 set and the full semester payment will be due at that time regardless of whether Financial Aid has been received. A Tuition Deferment does not also constitute a housing deferment.
3. **Housing Fees:** 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 [oasis.usf.edu](http://oasis.usf.edu). Online payments made via the OASIS payment link will be processed as per the USF Cashier's Office protocols and so may or may not be applied to your housing balance.
  - 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
  - c. **Payments by Cash:** Housing payments using cash may be made at the USF Cashier's Office located in the Student Services Building. You must notify the cashier at time of payment that you are paying a housing fee in order to ensure the payment is made toward housing.

### IV. PAYMENT SCHEDULE

Contract Type	Semester Payment Due	Installment Payment Due	Financial Aid Deferment Deadline
Spring Contract	12/1/16, 12/1/17	12/1/16, 1/1/17, 2/1/17, 3/1/17	3/27/17

1. **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.
2. **Collections 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 web site <http://www.usf.edu/business-finance/controller/student-services/accountsreceivable/university-accounts.aspx> for more information).

### V. CONTRACT CANCELLATION

1. **Cancellation Eligibility and Options:** 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 "Cancellation Form" found at [www.usf.edu/housing](http://www.usf.edu/housing). **Requests for cancellation over the phone and/or email will not be accepted.**
2. **Fees:** Fees will be assessed as follows and are dependent on the status of the applicant in the assignment process and the time of the cancellation notice:

Status in Assignment Process	Sept. 1 - Nov. 1, 2016	Oct. 2 - Dec. 1, 2016	Dec. 2 - Dec. 10, 2016	Dec. 11 - Dec. 20, 2016	Dec. 21 - Jan. 1, 2017	After Jan. 7, 2017
Applied	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge
Assigned	No Charge	\$250	\$500	\$1000	\$1500	Half the Remaining Rent for the Contract

- a. **Cancelling Housing After Moving In:** Students wishing to cancel their contract after moving into the residence halls may do so by paying a prorated fee for time assigned to the room, plus one-half of the remaining rental charge on the contract. The fees will be added to the students 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.
- b. **Appeals for waiver or reduction of the Assessment of Cancellation Fees:** Students may request an appeal or relief from the assessment of the fees.

The Appeal must be submitted via the housing portal at the time of cancellation or within 30 days of the cancellation request. No appeals will be considered after 30 days from the cancellation acceptance date.

3. **Occupancy Status:** 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.
4. **No Shows:** 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 \$1,500 cancellation fee. 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.
5. **Cancellation Form:** Cancellation requests must be submitted through the Housing Portal under the “Student Housing Cancellation Form” found at [www.usf.edu/housing](http://www.usf.edu/housing). Verbal requests for cancellation, in person or over the phone, nor written requests not submitted via the official cancellation form (see above), will not be accepted.
6. **Administrative Dismissal:** Students who are removed from housing and/or dismissed from the University as a result of administrative reasons will be responsible for the contract as per the aforementioned cancellation terms.
7. **Conduct Dismissal:** Students who are removed from housing and/or dismissed from the University as a result of student conduct sanction, or are currently a subject of an ongoing investigation by Students Rights and Responsibilities, will be subject to the full fees for the housing contract and their account will be adjusted accordingly.
8. **Academic Dismissal:** 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 \$1500.00 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.*