

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**

Agreement: A binding Agreement between the Student and the University.

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.

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.

Selection: The Student’s choice or the Department’s assignment of a specific Room.

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

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. **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 fee (see Section I.3) 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 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. **Vaccination Requirement:** Students must comply with University vaccination requirements for residential students by submitting appropriate vaccination documentation to USF Student Health Services before Department will complete a room assignment. The Department will not refund the Application Fee if the Agreement is cancelled due to non-compliance with the vaccination requirements.
 - ii. **Availability for Housing:** The Department may cancel the Agreement if a room is not available or appropriate for assignment to the Student.
 3. **Application Fee:** Upon submission of the application, a \$50 non-refundable Application Fee will be assessed to the Student account. The fee will be considered paid for purposes of assignment when one of the conditions below have been exercised.
 - a. The actual payment is submitted using University payment processes.
 - b. The fee is paid with an existing credit on the Student's account (i.e. the admissions deposit).
 - c. The Department processes and approves a deferral of the required fee. The fee will not be waived.
 4. **Effective Date:** The Agreement shall become effective upon the Department receiving both the housing application and the required fee by one of the three methods specified in Section I.3. Once this Agreement becomes effective, the Department will be able to initiate the housing assignment process.
 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 non-refundable Application Fee
 - b. the Department's inability to identify available or suitable 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 2021 and Spring 2022 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 Room or is checked-in via the student housing software. If either condition exists, then the Room 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 associated fees.
 8. **Occupancy Requirements and Transferability:** Student's assigned Space may be inhabited ONLY by the Student with whom the Agreement is made, and such Space is not transferable or assignable without the Department's prior written approval. 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 the provisions in this paragraph.
 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 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.
 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.
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 room's gender designation, 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, 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. 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.
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 Residence Hall Space without the approval of the Department. If the Student does occupy another Residence Hall Space without the approval of the Department, they will be responsible for the rental fees 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 including, but not limited to, practicing physical distancing as recommended by CDC and wearing appropriate face covering when within six feet of another individual when required.
 - 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 Room, Residence Hall 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 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 are available for Students with accessibility needs and other medical

considerations in the Residence Halls. 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 in order 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 rent 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 rent or charges.
19. **Damage Liability:** The Department 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 rent or charges in a timely manner.
22. **Adherence to USF Restrictions and Compliance with USF Regulations:** Student's agree 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.

II. RATES AND PAYMENT OPTIONS:

The Department offers two types of Payment Options; semester payments or through Financial Aid if aid (not including work study) is sufficient to cover Student's expenses.

1. **Rates:** Rates are listed on the posted [Department's website](#) and are subject to change following approval by the University Board of Trustees. The non-refundable \$50 application payment is due with the Agreement 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. The Agreement is separate from, and not contingent upon, financial aid or scholarship award notification.
2. **Student's Payment Obligation:** Student acknowledges that different Department facilities have different rental rates. The amount of rent a Student will be obligated to pay will depend on the Space assigned to Student. Student acknowledges that he/she will be bound by the Agreement and any change in rates, fees, or other financial obligation.
3. **Unpaid Charges:** Any unpaid rent, cancellation, 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.
4. **Fees:** The methods of payment are listed below:
 - a. **Payments Online:** 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:

III. 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 when the deferment date is for each term.
2. **Default Process:** If a Student defaults in the payment of rent 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).

IV. 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. Such approval will be in accordance with, and subject to, the terms and conditions of the Agreement. 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 whose enrollment status changes (including but not limited to a voluntary withdrawal, dismissal or change status as a Student) over the term of the Agreement. Students whose Agreement has been cancelled will be required to vacate the residence halls within 24 hours from notification unless otherwise indicated. Any and all cancellation fees will be charged to the Student, as applicable.
 - b. **Cancellation Due to No Show:** 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 declared "no shows" and be reassigned based on availability of bed space. If the Student is found not to be enrolled, the Student shall be charged a \$1,500 cancellation fee. If the Student is enrolled, they will be charged for one-half of the charges of the Agreement (this may include any term covered by the agreement including summer, fall, and/or spring).
 - c. **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 2 business days prior to the opening of the Residence Halls for the upcoming term. Students who are academically dismissed and complete these steps after the opening of the Residence Halls will be charged a \$1,500 cancellation fee and a daily-prorated rental charge.
 - d. **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 Students Conduct & Ethical Development, will be subject to all full fees set forth in the Agreement and their account will be charged full cost through the Length of the Agreement.
 - e. **Cancellation Due to Administrative Dismissal:** Students who are removed from the Residence Halls and/or dismissed from the University as a result of administrative reasons will be responsible for a daily-prorated rental charge.
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):

- i. The Student has not been assigned a Space;
- ii. 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
 - d. The Student withdraws and is no longer enrolled at USF
- iii. The Student participates in an academic program that requires residence outside Hillsborough County;
- iv. The Student participates in a USF sponsored and/or approved study abroad program;
- v. The Student transfers to USF residence halls located in St. Petersburg and secures a USF Housing Agreement for a residence hall located in St. Petersburg;
- vi. The Student is 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:** Eligible Students, as defined in this section, may request the cancellation of the Agreement. The Eligible Student must submit a written request via the 2021-22 Student Housing Cancellation Request Form (available in the [Housing Portal](#) under Requests) indicating which of the conditions set forth in this section 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 non-refundable Application Fee will not be refunded.
- d. **Cancellation Request Due to Graduation:** A Student may cancel 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) completes the room check-out process for term in which graduation occurs. Failure to properly check-out of the Space may result in cancellation fees being charged to the Student.
- 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 No-Show Cancellation (see Section IV.1.b). 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, charged a daily pro-rated rent, and one half of the remaining rent on the Agreement.
- 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.2.k. If the Student enrolls in the approved term, submits an application to live on-campus, and assumes occupancy of the room, then the Student shall have the cancellation fee credited to their OASIS account and the hold lift. 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 to a branch of the U.S. Armed Services, 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 moved into 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 rental 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 in order to be considered for a cancellation due to a medical issue. 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 rent 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 consider for a cancellation at the start of the Spring semester. If the Student is transitioning to a USF residence hall in Tampa or 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 current 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.2.k). 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 have developed since the Agreement was executed. The student must submit all supporting documentation to have this Cancellation Request considered. 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 residence halls, Student will be responsible for a prorated fee for time assigned to the room, plus one-half of the remaining charges on the Agreement (this may include fall and/or spring charges).
- l. **Cancellation Fee Chart and Policy:** 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	Oct. 1, 2020 – May 1, 2021	May 2, 2021 – June 1, 2021	June 2, 2021 – July 1, 2021	July 2, 2021 – Aug. 1, 2021	Aug. 2, 2021 – Aug. 19, 2021	After August 19, 2021
Assigned	No Charge	\$250	\$500	\$1000	\$1500	Half the Remaining Charges for the Agreement

V. APPEALS:

Student may submit to the Department an appeal regarding the application of the Agreement if there is additional relevant information to be considered 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.

VI. 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 Department 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 Department 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 this 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.

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 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 2021 & SPRING 2022); 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.

First Year Resident Meal Plan:

As part of your first-year experience at USF, students who are residing in a residence hall located in Tampa, are to select a meal plan prior to moving into their residence hall or apartment and may select an Open Access or Any 15-meal plan. (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 or Any 15 plan.

Grace Periods:

You may upgrade your account at any time. A grace period is provided each semester during which you may change the prorated value of your Residential Meal Plan to another Residential Meal Plan. **Fall 2020 grace period: 08/24/20- 08/28/20 at 4pm & Spring 2021 grace period 01/11/21-01/15/21 by 4pm.** Meal Plan changes must be completed in person at the USF Dining Services Meal Plan Office located in MSC 1502.

Cancellation Policy:

It is the meal plan holder's responsibility to notify USF Dining of the request to cancel a meal plan by the end of the grace period, unless withdrawing from the University. All cancellations must go to the USF Dining Committee for review and decision. ***If a student does not receive Housing or cancels a Housing assignment, this does not automatically cancel a meal plan contract. Non-payment does not cancel your meal plan.*** Exceptions: Students not returning for Spring semester need to bring verification of registration withdrawal or transfer to the Meal Plan Office by the end of the Fall semester.

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 (returning and off-campus students only) any unused Dining Dollars will be forfeited at the end of the Fall semester: Last day of Fall meal plan Friday December 11, 2020. Unused Spring Dining Dollars will be forfeited at the end of the semester, May 7, 2021. 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 Dining Dollars balance). Dining Dollar only plans are valid only for the semester purchased.

Refund Policy:

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

Important Dates:

- **Fall Meal Plan begins on Thursday, August 19, 2021 and ends Friday, December 10, 2021.**
- **Spring Meal Plans begin on Friday, January 7, 2022 and ends Friday, May 6, 2022.**

For your convenience, all Spring meal plans will be automatically activated for you to enjoy beginning January 8, 2021. Should you wish to make any changes to your plan, we encourage you to come to our office during the appropriate grace period (see section: Grace Period).

Dining halls 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 [USF Dining](#).

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 2021

Item	Deadline
MEAL PLAN PAYMENT DUE DATE	TBD
MEAL PLAN PAYMENT DUE DATE For students with billed Florida Prepaid Tuition Plans or with Financial Aid Deferments	TBD

SPRING 2022

Item	Deadline
MEAL PLAN PAYMENT DUE DATE	TBD
MEAL PLAN PAYMENT DUE DATE For students with billed Florida Prepaid Tuition Plans or with Financial Aid Deferments	TBD

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 the [USF Cashier's website](#).

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. Students have the ability to monitor their account balance by downloading the MyUSF Mobile App and clicking on the \$ icon.

Open Access and Any 15 Meal Plans are non-transferable: Only the participant may use the allotted meals at the residential dining halls. The Dining Dollar portion of the Meal Plan may be used to treat guests to a meal, if desired.

Any 15: The meal week runs from Wednesday morning to Tuesday night. Unused meals on the Any 15 plan do not carry forward to the following week. Meals reset to 15 meals every Wednesday morning.

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.

Carry-Out Usage:

1. Bring your clean to-go box into any three dining halls. (Juniper Dining, Champion's Choice, and The Hub)
2. Swipe in to pay for your meal, indicate that you would like your meal to-go at the cash register. You are NOT allowed to dine in using a to-go box.
3. Fill up your to-go box with a variety of delicious food. The box must be able to clasp shut prior to leaving the dining facility.
4. Bring your to-go box into any three of the dining halls to exchange for a clean one.

During the last week of the semester, one to-go box may be returned to any Dining Hall (The Hub, Juniper Dining or Champion's Choice) to receive a refund for the \$5 deposit. The \$5 reimbursement will be refunded in Dining Dollars on your student account. USF Dining is NOT responsible for any food taken outside of the Dining Facility. Only two pieces of whole fruit are permitted to be carried outside the Dining Facility per visit.

Cupanion Policy:

A To-go Cup is available with the \$5 purchase of our Eco-friendly Cupanion Mug. You can make your \$5 purchase at the Hub Dining Hall. Purchases can be made using Dining Dollars, Cash, or Credit. Your Cupanion Mug's usage is intended for beverages only. In the event of your first Cupanion Lid cracks or breaks, you can request a new lid by coming to the Meal Plan Office located at MSC 1502.

Cupanion Usage:

1. Bring your Cupanion Mug with you to any of the three dining halls.
2. Swipe in to pay for your meal.
3. Fill up your Cupanion Mug with a hot or cold beverage of your choice.
4. Download the Cupanion App and learn more at [Cupanion.com](#).
5. Scan your Cupanion Mug each time you reuse to earn points towards free food and USF Dining Merchandise every month.