

Micro-Fridge Rental Agreement

USF Micro-Fridge Rental Agreement (“Agreement”): The USF Micro-Fridge Rental 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 a Unit in the Juniper-Polar, Magnolia, Argos, Cypress, Maple, Holly, and Greek Village communities located in Tampa and all other terms as set forth herein.

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

1. TERMS

- a. Duration – length of time for each rental
 - i. Academic Year – consists of one fall term and one spring term
 - ii. Summer – consists of anyone of the determined periods
 - iii. Spring Only – consists of one spring term
- b. Lessee – a student living in Juniper-Polar, Magnolia, Argos, Cypress, Maple, Holly, and Greek Village communities with an active housing agreement.
- c. Lessor – The University of South Florida Board of Trustees via Housing & Residential Education.
- d. Rate – amount of rent charged for the academic year or summer term
- e. Unit – one single micro-fridge

2. CONDITIONS

- a. Unit Rental
 - i. The Lessee understands and acknowledges that the Lessor will retain ownership and the rental does not constitute a transfer of ownership rights.
 - ii. Only a limited number of units are available and will be rented on a first-come, first-serve basis.
 - iii. Units will be available to residents of Juniper-Polar, Magnolia, Argos, Cypress, Maple, Holly, and Greek Village communities only.
 1. The Unit can be transferred from one room to another within Juniper-Polar, Magnolia, Argos, Cypress, Maple, Holly, and Greek Village communities by way of a work order being submitted to HRE Facilities.
 - iv. Only one unit per room unless otherwise approved by the Lessor.
 - v. The Unit will be delivered to the Lessee’s room prior to move-in, unless requested after move-in.
 - vi. The LESSEE agrees to the rental period of one semester (Spring Only or a Summer term) or two semesters (Annual-Fall & Spring) as indicated below.
 - vii. Units must be left in the room and will be inspected upon check- out. Do not unplug the unit at check-out.
 - viii. Once the rental agreement has been executed and the Unit delivered, the agreement may be cancel and is subject to Section 2.b.ii.
 1. Once the agreement is cancelled, the Unit will be retrieved by HRE from the designated delivery location.

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- ix. The Lessor is not liable for interruption or failure of utilities such as heating, air conditioning, water, electricity, internet, etc.
 - x. The Lessor 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).
- b. Financial Obligations
- i. The Lessee will be assessed a fee based on the schedule published on the HRE website.
 - ii. The assessed rent is non-refundable and not eligible for proration.
 - iii. Lessee's account will be billed via OASIS and is subject to the same terms and conditions as Housing rental.
 - iv. The LESSEE agrees to reimburse HRE for any and all loss or damage to the Unit from any cause whatsoever except normal wear and tear. If legal action is required, LESSEE agrees to reimburse HRE reasonable attorney's fees.
 - v. In the event that the Unit is not returned, the replacement cost for the Unit will be \$435.00.
 - vi. LESSEE will avoid additional charges by ensuring that the Unit: (1) is in the original delivery location at the time of check-out; (2) has personal items removed and cleaned; and (3) all original parts are undamaged and present.
 - 1. LESSEE is responsible for replacement costs for parts: Shelf – \$10; M/W Plate – \$30; M/W Ring – \$20
 - 2. LESSEE will be billed an additional \$150 if the Unit is not in the room at the time of Check-out.
 - a. If the unit can not be located, the Lessee will be charged in accordance with Section 2.b.v.
- c. GENERAL PROVISIONS
- i. **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.
 - ii. **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.
 - iii. **Modifications:** The Agreement may not be modified or amended, except by a further written instrument executed by Department.
 - iv. **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.
 - v. **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.
 - vi. **Headings:** Section headings used in the Agreement are for convenience only and are not to be construed as part of the Agreement.
 - vii. **Construction:** The Agreement shall not be construed more strongly against any party, regardless of who is responsible for its preparation.
 - viii. **Public Records:** The Agreement is subject to the Public Records Law of the State of Florida, Chapter 119, Florida Statutes.

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- ix. **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.
- x. **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.
- xi. **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.
- xii. **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.
- xiii. **Time of the Essence:** Time is of the essence of the Agreement.
- xiv. **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.

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