

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

- 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.

- 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 mes (en-US)BDC q0.00000912 0 61

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.

II. 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 Cleaning C**

- a. **Payments Online:** Online payments, via credit card or e-check, for housing, may be completed via the USF payment gateway available at [MyUSE](#). *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:

USF Student Payments
 PO Box 946571
 Atlanta, GA 30394-6571

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 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).

IV.

~~CANCELLATION~~ **CANCELLATION:** Where 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 the student.

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.

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 C

3. Cancellation Fee:

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

TERMS, CONDITIONS, AND RESPONSIBILITIES

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.

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.

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.

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.

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 5 meal plan includes a Flex-I-Bull Meal Swipe, 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 includes Panera Bread, Starbucks Pinnacle and at The Library accept gift cards.)

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

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.

If you would like your meal to be more sustainable, visit our [Sustainability/WhatWeAreDoing](https://usf.campusdish.com/Sustainability/WhatWeAreDoing) page to learn more about our OZZI O2GO Program visit: <https://usf.campusdish.com/Sustainability/WhatWeAreDoing>