

# 2024 SUMMER C TAMPA HOUSING AGREEMENT

## 2024 SUMMER C USF TAMPA HOUSING AGREEMENT TERMS, CONDITIONS, AND RESPONSIBILITIES

: The USF Tampa 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

**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

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

**Standby Process/List:**

- 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.

Department will assign another occupant to that Room. 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; or (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.
- 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.**

17. **Accessibility:** A variety of facilities is available for Students with accessibility needs and other medical considerations. 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 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 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.

4. **Unpaid Charges:** Any unpaid Hall Rate, Cancellation fee, 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.
5. **Method of Payment:** 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 [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



posted on the Office of the Registrar [website](#)



supporting documentation they wish to have considered when Cancellation request is reviewed. 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 Space, Student will be responsible for a prorated Hall Rate for time assigned to the Room, plus one-half of the remaining Hall Rate charges on the Agreement (*this may include fall and/or spring charges*). If the Cancellation request is denied, the Student remains responsible for the terms of the Agreement. Online class modality is not considered an extenuating circumstance.

3. **Cancellation Fee:** Unless a different Cancellation fee is specifically stated above (Section IV.1 or 2), a Student whose Cancellation request is approved after a Space has been assigned will be charged a Cancellation fee of:
  - a. \$250 if a Cancellation request was submitted in the Housing Portal before May 1, 2024; or
  - b. \$500 if a Cancellation request was submitted in the Housing Portal May 1-9, 2024; or
  - c. Half the remaining Hall Rate for the Agreement if Cancellation request was submitted in the Housing Portal May 10, 2024 or after.

First Time In College Student admitted to the summer 2024 or fall 2024 academic term is eligible for a cancellation without a fee if a Cancellation request is submitted in the Housing Portal before April 15, 2024.

a

## V. APPEALS

**Appeals:** Student may submit to the Department an appeal regarding the application of the Agreement if there is additional relevant information to be considered not available at the time of the original request for Cancellation 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 can-6(tte)-11 Tcf t4(fu3(t)-10(ihG[r]-Fm0 g0 G[2]-9()-6(tq)-5(e-4(f)-th)

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 the 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.

*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*

2024-2025 USF DINING AGREEMENT  
TERMS, CONDITIONS, AND RESPONSIBILITIES

First year student residents on all USF campuses are required to select the Open Access Meal Plan Option for the summer semester. Non-First Year student residents and off campus students on all campuses have the option of the Open Access or Summer Bull Block 75. Any unused Dining Dollars exclusively associated with a summer plan will be forfeited on the last day of the academic semester, 08/02/24.

Open Access: Unlimited entries into the designated dining hall. Includes \$200 Dining Dollars. The Dining Dollar portion of the Meal Plan may be used to treat guests to a meal, if



Each plan comes with a Flexi-Bull Meal Swipe, which can be used once per day at 727 Eats in the Reef. Meal plan holders can use their Flexi-Bull Swipe for any one item from the Good Day Cooler along with a fountain beverage from the Coca-Cola Freestyle Machine in 727 Eats. The daily Flexi-Bull Swipes will be deducted from the allotted meal swipe total that comes with the plan. For example, if you use your Daily Flexi-Bull swipe on the Any14 Meal Plan, you will have 13 meal swipes remaining for the week.

TO-GO POLICY – \*Tampa & St. Petersburg Campus\*

If you would like your meal to-go, please visit the OZZI O2GO Program page on the USF website. For more information, visit the OZZI O2GO Program page on the USF website.

<https://usf.campusdish.com/Sustainability/WhatWeAreDoing>