



Student Housing and Dining Contract 2008-2009

A. Overview of the Contract

The Student Housing Contract is a financially and legally binding contract between the University of South Florida St. Petersburg (USFSP), acting through its Department of Residential Life, and a prospective or enrolled student who is and intends to remain enrolled. (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 Director of Residential Life recognizing acceptance of and identifying the proposed alterations.

Hereafter, all references to the term Department are understood to mean the Director of Residential Life or designee; all references to the Director of Residential Life are understood to include a designee. All references to the term residence hall are understood to include all room types unless otherwise specified.

B. Eligibility

A student who is admitted to the University as an undergraduate or graduate student in a degree-seeking program and enrolled in at least twelve (9) credit hours per semester is eligible to live in the residence hall. Graduate students will be enrolled as full-time students. The student must remain enrolled throughout the term of this contract to remain in the residence hall. Should a student fall below the credit hour requirement, the student may not be allowed to remain in the residence hall. Exceptions to this policy may be granted by the Director of Residential Life and Housing however are not guaranteed.

C. Term

The contract is for one academic year and covers the fall and spring semesters, or any portion of the fall and/or spring semester remaining at the time this contract is signed.

D. Residency Requirement

All full-time freshmen students are required to live in the University of South Florida St. Petersburg residence hall. Exceptions are made only for the following: (a) students residing with their parent or legal guardian within a 30-mile commutable radius of the campus as determined by zip code and/or miles from Residence Hall One, (b) students who are at least 21 years of age by the first day of class, (c) students who have completed more than 30 university-recognized college credit hours, (d) non-freshmen students who are enrolled for less than twelve (12) credit hours, (e) students who are married by the first day of class, (f) students who serve as a parent or legal guardian of a dependent child living at the student's permanent residence or (g) students who possess a health condition that requires special medical attention and/or facilities unavailable in campus housing.

Students who wish to be exempt must submit a Request for Exemption Form (available on the Residential Life and Housing website) **prior to July 15, 2008** (Spring-only residents the deadline is December 1, 2008). Requests for exemptions will be reviewed by the Residential Life and Housing staff and/or designee and notification mailed to the student.

Once the contract is signed and the academic year has begun, an exemption will not be granted, nor will the contract be cancelled for this purpose. Exemption requests submitted after the semester deadline will be subject to a \$100.00 late processing fee. This fee is required for exemption requests submitted after the semester deadline and does not guarantee an exemption will be approved. Students failing to submit a letter for exemption request prior to the deadline will be assessed mandatory housing fees.

E. Consideration of Contract

1. This contract, when appropriately signed and submitted (**all pages**) with required payment, becomes effective upon the date of the Department's deposit of payment and acceptance of said contract and remains valid until the end of the period indicated on the signed contract. Once the contract is accepted by the Department, the student is fully responsible for all required payments and lawful charges as set forth in the contract. This date then becomes the date used when making room assignments. Assignments for First Time In College (FTIC) students are made first and all other students are assigned afterward in date order (except current residents who have participated in the Room Sign-up process in spring 2008).

2. Notification of acceptance to the University by the Admissions Office does not constitute acceptance of a Student Housing and Dining Contract. When the Department releases a Housing and Dining contract to a prospective or enrolled student and the student returns it with all required signatures and payment, the contract and proof of vaccination is accepted by the Department and payment is deposited, the student will be assigned to the residence hall. All students are required to show proof of Meningitis vaccinating prior to being assigned to any on-campus housing residence.

3. Acceptance of the contract does not guarantee assignment to a specific suite, room, or roommate. This contract entitles the student to occupy an assigned space and to the services provided by the University of South Florida St. Petersburg's Department of Residential Life and Housing, all subject to the terms and conditions set forth here. Completion of any portion of the residence hall check-in procedures constitutes occupancy and obligates the student to the contract.

4. 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. The Department provides no custodial services in student rooms/suites. Charges will be made for damages to, unauthorized use of, or alterations to any assigned spaces, furnishings, equipment or buildings, and/or for special cleaning of assigned spaces necessitated by student negligence or improper care of such items. Resident students are jointly and severally responsible for the care of any common areas or equipment.

5. While every effort will be made to assign based on student preferences, the Department has full authority to make assignments of space, including assignments to temporary space.
6. Assignment to or occupancy of a residence hall space does not include these rights during the periods between academic terms. Residents will be required to move out of the residence hall during these periods (residents may leave belongings in the assigned suite during the winter break. Residents may be required to move their belongings to a new room assignment during other break periods for consolidation purposes, should Break Housing be available). Break Housing may be available but storage is not available in the Residence Hall. Should Break Housing be available residents must pay the Break Housing fee and follow specified instructions. The Department reserves the right to grant occupancy with appropriate charges, to any person during and between academic terms under such conditions as it deems advisable.
7. 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. A guest may not be accommodated in university housing for more than nine days total per semester, and may not be accommodated for more than three nights in a 30-day period. A guest/visitor of the same sex is permitted to spend the night with the consent of the roommate/suitemate. Visitation is defined as periodic visits of guests, and does not encompass cohabitation in a room or suite.
8. The Department reserves the right of room consolidation. 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 another room chosen by the Department, or (c) be reassigned to single occupancy, if available, and charged a single occupancy rate. A student may request, in writing, a room transfer/room change. Processing of the room transfer requests begins ten (10) business days after the official opening date of university housing each semester and ends twenty (20) days after the official opening date. The student may not proceed with a room transfer/change until written approval is received from the Department. The Department reserves the right to modify room assignments for disciplinary reasons, catastrophe, closing rooms or unresolved incompatibility of room/suitemates and to cancel or terminate this Contract for disciplinary reasons (See #10).
9. The University reserves the right to determine the need for and the use of all lounges and other common public areas in and around the Residence Hall.
10. The Department may, in accordance with applicable rules of the University and the Campus Board, initiate reassignment or cancel the contract with any and all applicable charges deemed necessary by the University in the best interest of order, health, discipline, safety, security, maximum utilization of facilities, emergency/disaster, or failure to make required payments according to Payment Schedule. The Department may also cancel a contract for any individual whose enrollment status changes (including but not limited to a voluntary withdrawal, dismissal for any reason, or change in full time status) over the term of the contract. Students will remain financially responsible for the remainder of the contract terms.
11. 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.
12. 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 [2003]). Students are encouraged to provide their own health and personal property loss insurance. In circumstances where an evacuation may be necessary, shelter facilities or transportation to shelter facilities are not provided by the University.
13. Students are responsible for knowing and observing University regulations as set forth in the Residential Life Guide to On-campus Living, USFSP Student Handbook, Code of Conduct, and other official publications, which are incorporated herein by reference.
14. The University reserves the right to make additional policies and regulations. The student agrees to abide by all additional rules and policies that are adopted. The Department agrees to make every reasonable effort to inform resident students of any regulation changes or pertinent policy information. The Department utilizes assigned mailboxes in the residence hall and the student is expected to check this location frequently for information from the Department and other University officials.
15. Students are prohibited from inviting or hosting a person in their room/suite, 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 policies and regulations, and possible civil and criminal penalties.
16. Students shall not operate any business in their room or on the premises.
17. Belongings and/or personal items left behind by a student after the official closing date will be considered abandoned property. Any item(s) remaining after the student checks out of the assigned space will be discarded.
18. It is a requirement of Florida law and the institution that all students are required to show proof of Meningitis and Hepatitis B vaccination prior to being assigned to any on-campus residence. This contract becomes effective when appropriately signed and submitted with required payment as noted in section #2 with proof of Meningitis vaccination and meal plan payment (if applicable). Notification of acceptance to the University by the Admissions and Records Office does not constitute acceptance of a Student Housing Contract.

F. Rates and Payment

Payments are made by the semester and included with the submission of this completed contract will be a \$225 prepayment (non-refundable \$25.00 processing fee and students must make an advance payment of \$200.00 which is applied to the student's rent). Each resident student

will participate in a mandatory Meal Plan by purchasing, at a minimum, a \$300.00 declining balance plan each semester. Fees for the declining balance Meal Plan will be assessed to the student when the contract is submitted to the Cashier's Office. The balance of the first semester rent is due in the Cashier's Office on or before the published University Fee payment deadline. Subsequent semester payments are due in the Cashier's Office on or before the published University Fee payment deadline. Payments received after the published University Fee payment deadline are subject to a late fee. If Student signs a contract after the academic year has started, Student may receive a prorated contract rate for the duration of the academic year. Rates are subject to change following approval of the Campus Board. Rates include the prepayment due with the contract when submitted to the Cashier's Office. Students receiving Financial Aid will have outstanding housing and/or University charges deducted from their aid prior to receiving a reimbursement check. Financial Aid deferment options are available but the student must make arrangements with the Financial Aid Office at (727) 873-4128.

H. Failure to Submit Payment (Default):

If Student defaults in the payment of rent or other housing charges, Student may be charged a late fee and remain liable for the contract fees and other housing charges, and Student may receive an Administrative Hold on his/her University account. The student will remain liable for charges and costs incurred in collections.

I. Student's Cancellation of Contract

1. Prior to Facility Opening: Any request for cancellation of the Contract by the Student must be submitted in writing to the Residence Hall One Area Office (Residence Life Coordinator). Students sign a two semester contract. There is no contract release for Spring 2009. Cancellation requests must be submitted in writing and must be signed by Student. Cancellation of the Contract by the Student can occur only prior to occupancy for the contract term and prior to the deadline dates specified for each term, subject to the following fees:

Fall 2008/Spring 2009 Contract Cancellation Timelines

Prior to March 1, 2008 Cancellation with no penalty.
March 1 – July 15, 2008 Student assessed \$300 Cancellation Fee. Prepayment forfeited
July 16 – August 15, 2008 Student assessed 50% of rent + \$300 Cancellation Fee. Prepayment forfeited
August 16 – August 25, 2008 Student assessed 75% of rent + \$300 Cancellation Fee. Prepayment forfeited
After August 25, 2008 Student assessed 100% of rent (no cancellation)
December 1, 2008 Spring rent is due in full

2. Processing Fee: The \$25 Processing Fee is non-refundable for all Housing Contracts.

3. Contract Cancellation after Facility Opening:

Unless the Contract is canceled prior to established deadlines as set forth in the chart above, the Contract may not be terminated without approval of the Director for Auxiliary Services. The granting of a release from the Contract is NOT automatic, is rare and falls completely within the discretion of the Director. In the event of termination of occupancy without approval, Student's obligation to pay rent will continue as long as Student is enrolled within the USF system during the contract term. If Student does not enroll in classes at USF or USFSP, the Student's contract will be canceled, prepayment forfeited after the above dates with applicable cancellation fees assessed.

4. Contract Termination upon Student's Withdrawal from the University:

The Contract will automatically terminate upon the Student's withdrawal from the University and written notification to the Department of such withdrawal. The Student is required to vacate his/her assigned space within three (3) days of withdrawal. Students continue to be liable for rent payment until keys are returned and facility vacated. The Student's failure to provide written notification to the Department of withdrawal will result in the Student's continued responsibility to pay rent and all charges hereunder, despite Student's vacation of the room/suite, until official written notification of withdrawal is received by the Department or until the Contract is canceled by the Department. If the Student withdraws during the contract term, but fails to notify the Department, Student may be subject to University disciplinary action and/or denial of any future housing request or contract. Notice of withdrawal must be made in writing directly to the Department. Notice made to the Admissions and Records or other University offices does not constitute official notice of withdrawal from housing accommodations. If Student withdraws from University during the contract term and then re-enrolls during the same semester or term Student withdrew, the Contract shall remain valid. If, however, Student withdraws from University during the contract term and then re-enrolls during a subsequent semester or term, the contract shall be null and void. The Contract remains valid for the contract term as long as there is no break in enrollment and except as otherwise provided in the Contract. If the termination is due to Student's academic dismissal or suspension from University, Student shall have 48 hours to vacate Student's room/suite and will continue to be liable for the contract amount.

5. Students who do not occupy their assigned space by 12 p.m. on Friday of the first week of classes and have not notified the Department of Residence Life and Housing of their late arrival may be declared "no shows" and the active contract will be reassigned, based on availability of bed space. If the student is found to be non-enrolled, the student shall be charged applicable cancellation fees. The student forfeits their assigned space.



2008-2009 Student Housing Contract and Assignment Request

Department of Residential Life and Housing / 500 2nd Street South / St. Petersburg, FL 33701
Phone (727) 873-5101 / Fax (727) 873-4828

Office Use Only:
Admit:

Assignment:

A \$225.00 prepayment (\$200.00 rent prepayment and \$25.00 non-refundable processing fee) must be submitted with this Student Housing Contract and Assignment Request. These fees are payable by cash or credit card, in person, at the **Cashier's Office (Bayboro Hall), by check or money order. Checks will be made payable to: University of South Florida St. Petersburg.**

Please note: Contracts can not be processed for room assignment until the student has been admitted to the University.

GENERAL INFORMATION

Student Name (Last, First, M.I.) _____ U Number (Required in order to be processed) _____ Date of Birth (MM/DD/YYYY) _____

Permanent Address (Street) _____ (City) _____ (State) _____ (Zip) _____

(_____) _____ (_____) _____
Student Permanent Telephone _____ Student Cellular Telephone _____ Current Personal E-Mail Address _____

Emergency Contact Telephone _____ Emergency Contact Name _____

Gender: F M Classification: Freshman Sophomore Junior Senior Graduate Student

At the beginning of the academic year 2008-09, Student will be a (check all that apply):

First Time in College Student (FTIC) Returning Student Transfer Student International Graduate Student

Are you participating in the Florida Prepaid Dormitory Program? Yes No Dormitory Account # _____

ACCOMODATION OF DISABILITY

If Student has a disability as defined by the Americans with Disabilities Act and/or Section 504 of the Rehabilitation Act of 1973, and would like to request a reasonable accommodation of disability in room assignment, Student will contact the office of Student Disability Services at (727) 873-4990 to complete procedures for requesting such an accommodation as to allow SDS to coordinate your request with Residential Life and Housing.

Please indicate by checking the box: I will be requesting a reasonable accommodation of disability regarding Housing with SDS.

ASSIGNMENT PREFERENCES

Preferences will be considered, however, no guarantees are made for any particular residence area, room, apartment, or roommate assignment. Room and roommate assignments are subject to change at anytime. Assignments are based on space availability and date the Contract is received by the staff at the Department of Residential Life and Housing. Assignment information will be communicated prior to check-in.

Single occupancy bedroom in a 4 person Suite **Double** occupancy bedroom in a 4 Person Suite

ROOMMATE PREFERENCES (Only mutual roommate requests will be considered)

Name: _____ U Number: _____

Name: _____ U Number: _____

Name: _____ U Number: _____

Which is more important? Roommate Choice Room Type Choice

OTHER PREFERENCES

Do you smoke or use tobacco products? Yes No *Note: All campus facilities are designated "smoke free" by Florida Statute. Smoking is not permitted inside any campus facility including all housing rooms.*

I would like to be considered for an over 21 suite (You must be over 21 in order to be considered) Yes No

FINANCIAL AID

If you have additional questions about financial aid please contact the Financial Aid Office at (727) 873-4128, or visit the financial aid link at spt.usf.edu/finaid for additional information.

MEAL PLAN AND FOOD SERVICES

Each resident student will participate in a mandatory Meal Plan by purchasing at a minimum a \$300.00 declining balance plan per semester. The Meal Plan fee will be paid in the Cashier's Office and is due on or before the first semester published University Fee payment deadline. If you have additional questions about declining balance Meal Plans please contact the Housing Area Office (727)-873-5101. For additional Food Services related questions contact the Coquina Club (727)-873-4728.

It is your responsibility to review your housing needs and financial resources prior to signing this contract. This contract obligates you to pay all on-campus housing fees for both the fall and spring semesters. Charges will be placed on the student account. Any payments received on that account (including financial aid) will be applied to any outstanding charges prior to being refunded to the student.

I understand this is a Housing Contract for on campus housing at the University of South Florida St. Petersburg. I have read and, by signing below, I accept and agree to this Contract, the Contract Terms and Conditions (contained in the accompanying document), and the room rental rates, copies of each of which have been provided to me. I understand I will be legally bound to the contract Terms and Conditions. By signing, I understand this contract may not be terminated without approval of the Residential Life and Housing Department and in accordance with the cancellation conditions listed in the Terms and Conditions. If a room is abandoned without approval, the obligation to pay rent according to the Terms and Conditions of this contract will be continued. In the event of default of payment, the undersigned agrees to pay reasonable attorney's fees, legal expenses, and lawful collection costs in addition to all other sums due thereafter.

Cancellation of this Contract must be made in writing, according to the procedures outlined in the Terms and Conditions of the contract. Cancellation may result in an additional fee to the student, as specified in the Terms and Conditions.

Signature _____ Dated _____
Student

Signature _____ Dated _____
Parent or Guardian if student is under 18 years old

Accepted _____ Dated _____
Residential Life Staff

The University of South Florida St Petersburg is an equal opportunity institution and, as such, assigns residence hall space to qualified enrolled students without regard to race, color, religion, national origin, disability, or age, as provided by law and in accordance with the University's respect for personal dignity.

Please retain the copy of the Student Housing Contract Terms and make a copy of this Assignment Request Form for your records. Print and mail completed, signed form with payment to:

Cashier's Office
140 7th Avenue South - Bayboro Hall 132 / St. Petersburg, FL 33701
Phone (727) 873-5101 (Residence Hall One telephone #)

FOR OFFICE USE ONLY

Date Received by Cashier's Office: _____ Processing Fee (HPOA): \$ _____ Cashier's Signature: _____

Prepayment Amt. (HPDP): \$ _____ Payment Method: Cash Check Credit Card

Date received by DHRL Staff: _____ Date RMS entry & file created: _____