

- 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. **Length of Agreement:** The Agreement dates covered by these terms, conditions, and responsibilities are for the 2024 Summer AB term. 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 Space or is checked-in via the student housing software. If either condition exists, then the Space 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 assignfor the

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

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

dismissed and fail to complete these steps by the deadline noted above will be charged a \$1,500 Cancellation fee and a daily-prorated Rate.

- c. **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 Student Conduct & Ethical Development, will be subject to 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:**

posted on the Office of the Registrar [website](#); and (3) the Student completes the Room check-out process at the end of the term (semester) in which graduation occurs. Failure to properly follow the steps above will result in a fee of \$1500.

- 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 Cancellation for Non-Enrollment (see Section IV.1.a). 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, 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 current term (for example, should a student cancel a fall-spring housing assignment, the registration hold will be on the account for the Fall term).

- f. **Cancellation Request Due to Deferred Admission/Enrollment Status (Spring Only Admission Deferment Eligible):** A Student, who has received a fall/spring 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 Cancellation fee will be adjusted on the Student's OASIS account and the hold lifted. The original Application Fee will not be applied towards the new Application.

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

USF Student Dining Agreement ("Agreement"): The USF Dining Agreement is a financially and legally binding Agreement between Aramark, University of South Florida, and a prospective or enrolled Student who is, and intends to remain, enrolled at the University of South Florida Manatee Campus and all terms including length of the Agreement,

First year student residents on all USF campuses

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-