

2024 SUMMER B 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 the Agreement and the assignment. Fees may apply.

Consideration: The Student's Consideration is the payment form made by the Student as outlined in Section I.3. The Department Consideration is the processing of the Application for Room assignment. Either party may cancel the Agreement before assignment of housing as set forth in Section IV below.

Department: USF Housing & Residential Education and/or the Assistant Vice President for Housing & Residential Education or the designee. This term includes the Owner of the Village, as applicable.

Hall Rates: Charge associated with a Space and term.

Housing Portal: An interactive web page that provides authenticated users online access to Department housing management system including Applications, assignments, forms, and information.

Living-Learning Community Program Charges: Additional charges associated with enhanced program offerings for Students living in select communities.

Owner: The Owner refers to HSRE-Capstone Tampa, LLC, principal owner of the Village.

Residence Halls: All traditional room, suite, and apartment style halls, unless otherwise specified, including the Village, as applicable.

Room: A traditional room, suite, or apartment in the Residential Halls, including the Village, as applicable.

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

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
- b. The Department processes and approves a deferral of the required Application Fee. The Application Fee will not be waived.

3. **Effective Date:** The Agreement shall become effective upon the Department receiving the housing Application, the Application Fee (by one of the two methods specified in Section I.2), and meet the terms listed in Section I.4. Once this Agreement becomes effective, the Student is eligible for an assignment.

4. **Eligibility:** The Student must be a resident of the Village at the time of application and must be a full-time student at the University of South Florida.

- 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 B

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

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:**

- 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. The Student has been assigned a S

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-June 20, 2024; or
 - c. Half the remaining Hall Rate for the Agreement if Cancellation request was submitted in the Housing Portal June 21, 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.

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 cannot be further appealed.

VI. GENERAL PROVISIONS:

1. **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.
2. **Department Not Liable:** The University is not liable for loss of or damage to Student'/

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 desired.

Bull Block 75: 75 entries into the designated dining hall. Includes \$200 Dining Dollars. Any unused meals will be forfeited at the end of the summer semester. The Dining Dollars portion may be used to treat guests to a meal if desired.

Summer 2024 Meal Plan Change Periods:

Summer A, AB, & CE May 13th, 2024 Æ May 17th, 2024, by 4 pm.

Summer B Æ June 24th, 2024 Æ July 28th, 2024, by 4 pm.

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-