



### 2023-2024 TERMS AND CONDITIONS OF ON-CAMPUS OCCUPANCY HAYES-HEALY, GILLSON, TOLER, FROMM, LONE MOUNTAIN N., LONE MOUNTAIN E., PEDRO ARRUIPE

#### 1. CONTRACT

The Housing Contract grants the student a limited license to use and occupy an assigned room under the terms and conditions in this Contract without establishing a landlord/tenant relationship or vesting any property interests in the student. This Contract may not be assigned or transferred to another person.

#### 2. ELIGIBILITY

- A. Student must be enrolled for a full credit-hour load at USF (as defined for your classification by the most recent University General Catalog) for each semester (fall and spring) covered under this Contract. Exceptions to this requirement must be requested in advance in writing and approved by the Senior Director of Student Housing or designee.
- B. Student must be in good behavioral standing with the University (i.e., not have received a sanction from the University Conduct System that prevents him, her, or them from living in University operated housing).
- C. Student must submit proof of immunization to the Health Promotions Office (HPS).
  - a. Domestic students require 2 doses of MMR (measles/mumps/rubella), in addition, students 18 years of age or younger require Hepatitis B vaccine or test showing immunity.
  - b. International students require 2 doses of MMR (measles/mumps/rubella), Hepatitis B vaccine or test showing immunity, and a tuberculosis (TB) test administered in the last 12 months.
  - c. Any other required immunization or vaccinations required by university policy.

#### 3. OCCUPANCY

The Contract is for the academic year covering Fall 2023 and Spring 2024 semesters. Any contract signed for Spring 2024 semester shall be in effect for that semester only.

- A. The dates of occupancy for the 2023-24 academic are as follows:
  - a. Fall Semester: Saturday, August 19, 2023 to 24 hours after the student's last final exam but no later than noon on Saturday, December 16, 2023.
  - b. Spring Semester: Thursday, January 18, 2024 to 24 hours after the Student's last final exam but no later than noon on Saturday, May 18, 2024, whichever comes first.
  - c. Intersession Term: Monday, January 1, 2024 to Thursday, January 18, 2024. Intersession housing must be requested and approved in advance. Students authorized will be assessed additional charges.
  - d. Winter Break Housing: Noon on Saturday, December 16, 2023 to Monday, January 1, 2024. Students may apply for Winter Break Housing during the Fall Semester. There will be an additional charge for Winter Break Housing.
- B. Contract dates are for evaluation of daily rate assessments. You are eligible to move into your space on the date/time published and shared with you prior to move-in and posted on official University webpages.



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- C. All residences covered by this agreement will be ***closed and not accessible*** during the Winter Break. You must vacate your residence during this period but may leave your personal belongings. Those approved for Winter Break Housing and/or Intersession Housing will be approved to occupy their assigned hall and space during the break period(s) they have been approved for.
- D. Exceptions to the above dates must be requested in advance in writing and approved by the Senior Director of Student Housing or designee. Students authorized to check-in prior or check-out after the Contract period of occupancy may be assessed additional daily room charges.

#### 4. RATES AND PAYMENTS

- A. Rates for various residential facilities as well as the meal plans are set forth in the 2023-2024 Room and Board Rate Sheet. Student agrees to pay the room fee for the particular room assigned, even if that room was not ranked among the student's preferences on the housing application. Payment must be made or arranged for payment plan with Student Enrollment and Financial Services prior to the beginning of the contract period.
- B. This Contract legally binds student to room and board charges for the full term or remaining balance thereof. Student who leaves the residence halls or other units/space during the Contract period without formal approval by the Senior Director of Student Housing or designee continues to be liable for charges during the Contract Term.

#### 5. MEAL PLAN

- A. Students assigned to live in Toler Hall, Hayes-Healy Hall, Gillson Hall, Lone Mountain North, Lone Mountain East, or Fromm Hall, are required to purchase the University meal plan each semester. The University will automatically enroll students assigned to these buildings in the Flexi Standard meal plan (Flexi minimum plan for Lone Mountain East). Students assigned to Pedro Arrupe Hall are not required to purchase a meal plan but have the option to purchase a meal plan if desired. Students who are not required to have a meal plan but opt to purchase a meal plan are bound to all policies and regulations associated with having a meal plan.
- B. A reduction in, or exemption from, the assigned Flexi meal plan may only be granted if a student has a reasonable medical accommodation request which directly impacts the student's ability to use the established meal plan. Students may contact Student Disability Services to begin the intake/eligibility process to determine eligibility for a meal plan reduction or exemption.
- C. Meal plans are non-transferable beyond the end of spring semester or between student accounts and have no cash value at the completion of the academic year.
- D. Students are not eligible for contract release or partial refund during the last four weeks of the semester.
- E. Any request for meal plan modifications must be made within the first 30 calendar days of any term.



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#### 6. ROOM ASSIGNMENTS, CHANGES, AND CONSOLIDATIONS

- A. The University reserves the right to assign residence hall rooms and other units/spaces to make the most effective use of available space, to use unallocated space (including lounges) in any University-operated housing, and to utilize double rooms for triple occupancy in overflow situations. The University also reserves the right to later reduce the number of students assigned to a room, lounge, or other accommodation.
- B. The University reserves the right to reassign student room, residence hall, apartment or townhouse assignments, to assign roommates, to consolidate vacancies, to provide reasonable accommodation, and to change occupancies as it deems necessary and without consent of the occupants.
- C. Room change requests must be made in accordance with guidelines available to all students upon move in.
- D. Unauthorized room changes may result in termination of this Contract, a disciplinary sanction including a monetary fine, or both. This Contract does not guarantee student a specific assignment, roommate, placement preference, or compatibility.
- E. Residents are not permitted to occupy two rooms during the same term. If a resident does leave belongings in their previous room after completing the room change then it will be considered abandoned property that can be donated or disposed of.

#### 7. RIGHT OF ENTRY AND SEARCH

- A. The University reserves the right to enter any student's room or unit without notice to (a) inspect for condition of room and compliance with health and safety regulations; (b) repair, maintain, or clean; (c) respond to reported or perceived emergency situations; (d) pack and move student personal property; (e) enforce University policies; and (f) ensure that the building is vacated in fire drills, during vacation periods, and in health and safety emergencies. Authorized representatives of the University may address violations of University policy discovered upon entering a Student's room or unit.
- B. Rooms and units will be searched only with the voluntary consent (waiver) of student unless an Administrative Search authorization has been granted by the Vice Provost for Student Life or designee or a search warrant issued by a court of law. The student(s) will be informed of the reason for any room or unit search. Students are urged to review the full text of the policy on Student Privacy in University-operated housing, which is printed in the most recent [Fogcutter Student Handbook](#).

#### 8. TERMINATION

- A. Student agrees to abide by all University rules and regulations, as noted in the [Fogcutter Student Handbook](#) as well as all federal, state, and local laws. The University reserves the right to discipline students found to have violated the University Student Conduct Code, Standards, Policies and Procedures, which are inclusive of University rules and regulations as well as all federal, state, and local



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laws. Students found to have violated these Standards or breached this Contract are subject to expulsion from University-operated housing.

- B. The University reserves the right to terminate this Housing Contract and the student's residency because of improper or unsafe conduct by the student or failure of the student to comply with any term or condition of this Housing Contract, including but not limited to the failure to comply with University rules and regulations as well as all federal, state and local laws. The University's termination of this Housing Contract does not relieve the student's obligation to pay the room rate for the full Academic Year. If the student withdraws from the University, this Housing Contract will terminate and eligibility for any refund will be determined by the University's refund policy and after the consideration of student conduct proceedings and/or sanctions, if applicable.
- C. Where there is reasonable belief that Student's participation in University activities or presence in specified areas of campus (including but not limited to any University-operated student housing) will lead to (a) physical abuse or any conduct that threatens the health or safety of self or others, (b) destruction of campus property or threat to do same, or (c) other disruptive activity incompatible with the orderly operation of the campus, the Vice Provost for Student Life, or designee, may place Student on interim suspension until such time as a conduct meeting can be held, including but not limited to removal from residence and revocation of this Housing Contract. Student is strongly encouraged to consult the [Fogcutter Student Handbook](#) for the full text of the Student Conduct Code, University Standards, Policies and Procedures, which include the interim suspension regulations.

#### 9. FURNISHINGS, ROOM CONDITION, AND DAMAGES

- A. The University supplies basic furniture such as a desk and chair, dresser, bed, closet or wardrobe, window treatments and wastebasket. Student may not remove University-provided furnishings from his, her, or their unit or in common areas, stack furniture, disassemble furniture, or detach fixed furnishings.
- B. Student is responsible for the general condition of his, her, or their room or unit and its contents. Student must follow all guidelines and instructions with regard to maintaining their room in a safe condition. Students must report any health or safety issues present in their room to the Student Housing Office immediately after the student becomes aware of the issue. Student may be assessed charges for damage to (or theft of) University property. In the event that damages to common areas are "unassigned" to specific individual/s, residents of that floor or suite may jointly be assessed charges for damage to (or theft of) University property in the common areas.
- C. Student is encouraged to obtain liability insurance to cover the costs of damage done to a third party's personal property, including University property, or bodily injury to a third party. [GradGuard](#) is the preferred provider for renter and liability insurance for USF students who would like to protect their belongings. Renters and/or liability insurance is offered to students via the housing application, but students may also sign up at the link provided. If the student does not obtain liability insurance,



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parents/legal guardians should inquire with their homeowners insurance whether or not their coverage may be extended to cover the student's liability at the University.

- D. Student may elect to appeal a charge only if the Student completed the online Room Information - Facilities Damages Form upon check-in to their resident room. Appeals will only be granted within 72 hours after a damage charge has appeared on a student's account (excluding holidays and weekends).
- E. Students who fail to complete the Room Inventory process during the check-in and check-out process will result in the forfeit to appeal any damage charges assessed by Student Housing staff.

#### 10. PERSONAL PROPERTY

- A. Student is at all times responsible for their personal property.
- B. Student is encouraged to obtain renter's insurance to cover loss or damage to student's personal property (such as electronics, computers, books, clothing, etc.) If the student does not obtain renter's insurance, parents/legal guardians should inquire with their homeowners insurance whether or not their coverage may be extended to cover the student's personal property at the University.
- C. The University assumes no responsibility for property left after the termination of occupancy. The Student Housing Office reserves the right to remove possessions left on the premises by Student after the term of residency ends at the Student's expense.

#### 11. SMOKING

- A. Smoking and the use of tobacco products (cigarettes, e-cigarettes, hookahs, pipes, cigars, water pipes, vape pens, personal vaporizers, electronic nicotine delivery systems, smokeless tobacco, and any other means of smoking) are not permitted anywhere within the boundaries of University-owned or leased property and vehicles.

#### 12. FIRE SAFETY AND SECURITY

- A. Candles (including unburned, decorative candles), incense, and other objects with open flames are fire hazards and are prohibited in University-operated housing.
- B. Electrical appliances with exposed heating elements, including but not limited to hot plates, ceiling fans, sun lamps, heaters, torchiere halogen lamps, and air conditioners are prohibited in rooms and units. Toaster ovens may be used only in Lone Mountain East kitchens.
- C. Only UL-approved, circuit-breaker type extension cords may be used in any University-operated housing.
- D. Gasoline-powered vehicles and electric-powered vehicles (including motorcycles and scooters) and equipment are prohibited in all areas of University-operated housing.



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- E. Student agrees to use safety and security devices as provided by the University including but not limited to door locks and smoke detectors. Student agrees to immediately report any malfunctioning safety and security devices to the Student Housing office.
- F. Student agrees to follow all applicable University safety procedures. All University and Student Housing safety procedures are outlined in the [Fogcutter Student Handbook](#).
- G. Students must have a One Card or Resident Access Card (RAC) in their possession when entering a residence hall. A temporary card may be assigned outside of business hours at the residence hall front desk. Students are not permitted to borrow, lend or transfer One Card or temporary card.

#### 13. CONTRACT RELEASE

- A. Upon agreeing to the terms of the Housing Contract, students are obligated to the full financial value of the contract term.
- B. Students may submit a request for release from their Housing Contract following the published Housing Contract Release policy and form. Students approved for Housing Contract release will result in a published Contract Release Fee in addition to any applicable charges, including but not limited to prorated room use, meal plan use, and/or room damage.
- C. Students are not eligible for contract release or partial refund during the last four weeks of the semester.

#### 14. CONSTRUCTION AND RENOVATION

Construction and/or remodeling or repair of academic and residential buildings on the USF campus may occur during the academic year and may result in disturbances and disruptions including (but not limited to) increased noise and dust in the area surrounding the residence halls and both planned and unplanned utility shutdowns in the residence halls. By signing this Contract, the student agrees that he, she, or they has been advised of possible construction and acknowledges that there may be disturbances and disruptions resulting from such construction, and has agreed to such.

#### 15. PARKING POLICY

Students living on campus are not allowed to have a car within a three-mile radius of the University. Students found in violation of this policy risk losing their housing assignment and/or a fine of up to \$500.00.

#### 16. RIGHT TO MODIFY

The University reserves the right to make and promulgate modifications to this agreement or additional rules and regulations, or both, which may be reasonably necessary or appropriate for the safety, care, and general welfare of the student and to adjust charges or costs for accommodations, facilities, and food services.



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#### 17. FORCE MAJEURE

The University assumes no responsibility for failure to perform any terms or conditions of this Contract due to circumstances beyond its control, including but not limited to epidemics, pandemics and natural disasters.

#### 18. BREACH

The University reserves the right to withhold transcripts, degrees, refunds, or other documents or credits in the event of a breach of this Contract by student and may continue such withholding until such time as student fully complies with the terms of this Contract.

#### 19. NON WAIVER OF TERMS AND CONDITIONS

The failure of the University to insist upon strict performance of any terms or conditions of this Contract or to avail itself of any rights or privileges enumerated herein, in any one or more instances, shall not constitute a waiver of such a term or condition, but the same shall remain in full force and effect. The receipt by the University of any payment, with knowledge of the breach of any term or condition hereof, shall not constitute a waiver of such breach, and no waiver by the University of any term or condition hereof shall be effective unless expressed in writing and signed by the Director of Student Housing or Designee.

#### 20. GOVERNING LAW

The terms and conditions of this Contract shall be interpreted in accordance with the laws of the State of California. This Contract is a legally binding contract between the student and the University of San Francisco. I hereby acknowledge that I have read the entirety of this contract and agree to abide by its terms. I also understand and agree that providing false or incorrect information on the housing application or any attachment may render this Contract void.

#### 21. SEVERABILITY

Each clause of this Contract is a distinct and severable clause and if any clause is deemed illegal, void or unenforceable, the validity, legality and/or enforceability of the remaining clauses or portion of this Contract shall not be affected thereby.



# UNIVERSITY OF SAN FRANCISCO

## Student Housing

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**Signature for students over 18 years of age:**

By signing below, I agree to abide by the terms of this Housing Contract.

I agree that all information submitted on this form is accurate. Falsification of any information may result in revocation of this housing contract and/or disciplinary action.

Student Signature (if over 18) \_\_\_\_\_

Student Name: \_\_\_\_\_ Student ID #: \_\_\_\_\_

**Parent/Guardian Signature for students under 18 years of age:**

By signing below, I agree to abide by the terms of this Housing Contract and will direct the student to abide by the terms of this contract.

I agree that all information submitted on this form is accurate. Falsification of any information may result in revocation of this housing contract and/or disciplinary action.

Parent/Guardian Name: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_