



2017-2018 TERMS AND CONDITIONS OF ON-CAMPUS OCCUPANCY

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. REQUIREMENT

- A. All undergraduate full-time (as defined by the most recent University General Catalog) first-year students under age of 21 with 40 or fewer transfer credits are required to live on campus for their first two semesters of enrollment at USF. Exemptions for the University's housing requirement may be granted for reasons below:
- a. Student's permanent address on file with the University is within a 40-mile radius of USF main campus.
 - b. End of USF student status.
 - c. Medical hardship that may be intensified by living on campus.
 - d. Extreme financial hardship.
 - e. Legally Married.

All requests for an exemption must be submitted through USFrooms to the Student Housing and Residential Education (SHaRE) Office for approval.

- B. Student must submit the housing application on USFrooms and the University's enrollment deposit of \$750 unless such enrollment deposit requirement is otherwise waived by the University for the housing application to be considered as complete. Electronic submission of the housing application does not guarantee a housing assignment nor does it guarantee that room or roommate preferences can or will be met. The Student will be notified through electronic mail when a housing assignment is offered.
- C. The housing priority application deadline is May 1, 2017. Application completed after this date does not guarantee a housing assignment and are (is) subject to availability.

3. ELIGIBILITY

- A. Student must be enrolled for a full credit-hour load at USF (as defined 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 SHaRE 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 or her from living in University operated housing).
- C. Student must submit proof of immunization to the Health Promotions Office (HPS).
- a. Domestic students require 2 dose of MMR (measles/mumps/rubella), in addition, students 18 years of age or younger requires 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.



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4. OCCUPANCY

The Contract is for the academic year covering Fall 2017 and Spring 2018 semesters. The contract signed for Spring 2018 semester shall be in effect for that semester only.

- A. The dates of occupancy for the 2017-18 academic year for Fromm Hall, Gilson Hall, Hayes-Healy Hall, Lone Mountain Hall/Pacific Wing, Pedro Arrupe Hall, Fulton Housing Cottage, and Loyola Village are as follows:
 - a. Fall Semester: Saturday, August 19, 2017 to 24 hours after the student's last final exam but no later than noon on Saturday, December 16, 2017.
 - b. Spring Semester: Saturday, January 13, 2018 to 24 hours after the Student's last final exam OR noon on Saturday, May 19, 2018, whichever comes first. Students participating in commencement ceremonies as graduates are permitted to stay until noon on Sunday, May 20, 2018.
 - c. Residents are not permitted to enter for Winter Break between noon on Saturday, December 16, 2017 until noon on Monday, January 1, 2018. Residence halls re-open at noon on Monday, January 1, 2018 for students who are residents in the fall semester and continue to be a resident for the spring semester.
- B. The dates of occupancy for the 2017-18 academic year for St. Anne's Hall are Tuesday, August 1, 2017 to Friday, August 31, 2018 with no break in between.

C. Exceptions to the above dates must be requested in advance in writing and approved by the Senior Director of SHaRE or designee. Students authorized to check-in prior or check-out after the Contract period of occupancy may be assessed additional daily room charges.

5. RATES AND PAYMENTS

- A. Rates for various residential facilities as well as the meal plans are set forth in the 2017-2018 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 One Stop 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 SHaRE or designee continues to be liable for charges during the Contract Term.

6. MEAL PLAN

A. Students assigned to live in Phelan Hall, Hayes-Healy Hall, Gillson Hall, Lone Mountain Hall/Pacific Wing, Fulton House Cottage, 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. Students assigned to Pedro Arrupe Hall, Fulton House main, Loyola Village or St. Anne's Hall are not required to purchase a meal plan.



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B. A reduction in the Flexi Standard meal plan may only be granted if student has a disability which directly impacts his or her ability to use the established meal plan. Student may contact Student Disability Services to begin the intake/eligibility process to determine eligibility for a meal plan exemption.

C. The Meal plan is non-transferable beyond the spring semester or between student accounts and has no cash value at the completion of the academic year.

7. 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, 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. 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.

8. 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 safety regulations; (b) repair, maintain, or clean; (c) respond to reported or perceived emergency situations; (d) enforce University policies; and (e) 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.

9. TERMINATION

A. Student agrees to abide by all University rules and regulations 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 laws. Students found to have violated these Standards or breached this Contract are subject to expulsion from University-operated housing.



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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.

10. FURNISHINGS, ROOM CONDITION, AND DAMAGES

A. The University supplies basic furniture such as a desk and chair, dresser, desk lamp, bed, closet or wardrobe, window treatments and wastebasket. Student may not remove University-provided furnishings from his or her unit or in common areas, stack furniture, disassemble furniture, or detach fixed furnishings.

B. Student is responsible for the general condition of his or her room or unit and its contents. 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 may elect to appeal a charge only if the check-out procedure was conducted in the presence of a Resident Advisor or other SHaRE designee. Appeals will only be granted within 72 hours after a damage charge has appeared on a student's account (excluding holidays and weekends).

D. Students who fail to complete and sign a Room Inventory Form with a SHaRE staff during the check-in and check-out process will result in the forfeit to appeal any damage charges assessed by SHaRE staff.

11. PERSONAL PROPERTY

Student is at all times responsible for his or her personal property. Student is encouraged to obtain personal property insurance to cover loss or damage to personal property. The University assumes no responsibility for loss or damage to personal property due to theft, fire, water damage, interruption of utility service, or any other cause.



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12. SMOKING

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 no longer permitted anywhere within the boundaries of University-owned or leased property and vehicles.

13. 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 Loyola Village or Fulton House Main kitchens. Only UL-approved, circuit-breaker type extension cords may be used in any University-operated housing.

C. Gasoline-powered vehicles (including motorcycles and scooters) and equipment are prohibited in all areas of University-operated housing.

D. 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 SHaRE office.

E. Student agrees to follow all applicable University safety procedures. All University and SHaRE safety procedures are outlined in the Fogcutter Student Handbook.

F. Students must have a One Card 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 student One Card or temporary card.

14. CONTRACT RELEASE

A. Students approved for Housing Contract release will result in a \$1000.00 Contract Release Fee in addition to any applicable charges, included but not limited to prorated room use, meal plan use, or room damage. Contract Release requests submitted during the final four weeks of each semester will not be granted.

2. Students participating in a USF study abroad program or who no longer have USF student status are eligible for waiver of \$1000.00 Contract Release Fee.

15. 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 or she has been advised



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of possible construction and acknowledges that there may be disturbances and disruptions resulting from such construction, and has agreed to such.

16. 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. Students living in Loyola Village that have been granted a permitted parking space are exempted from this policy.

17. RIGHT TO MODIFY

The University reserves the right to make and promulgate such modifications 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.

18. FORCE MAJEURE

The University assumes no responsibility for failure to perform any terms or conditions of this Contract due to circumstances beyond its control.

19. 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 this Contract.

20. 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 SHaRE or Designee.

21. 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.