

**STOP! Please note that this is a legally binding contract. Please read it carefully before you sign it.**

#### 2012-2013 TERMS AND CONDITIONS OF OCCUPANCY APPLICATION FOR HOUSING

An application to live in any University-operated student housing unit requires the submission of this completed agreement. Students who are new to USF are also required to submit a \$300 non-refundable housing pre-payment.

#### HOUSING REQUIREMENT

All undergraduates admitted for the Fall 2012 Semester with 40 or fewer transfer credits will be required to live on campus for their first two semesters of enrollment at USF. Exemptions from this requirement are granted to students living at home with their parents if their parents' permanent address is within a 40-mile radius of campus or for medical or financial hardships as determined by the Director or designee. All requests for an exemption must be submitted through the Housing Exemption Request Form online to the Student Housing and Residential Education (SHARE) Office for approval. When campus housing nears capacity, the University reserves the right to relax the exemption policy.

#### ELIGIBILITY FOR OCCUPANCY

1. Student must be registered and enrolled for a full credit-hour load at USF (as defined by the most recent University General Catalog) by the University Census date or the effective date of this agreement, whichever comes later, for each semester (fall and spring) covered under this agreement. Exceptions to this requirement must be requested in advance in writing and approved by the Director of SHARE or designee.
2. In addition to the credit-hour load requirement stated above, Student must be in good behavioral standing with the University (i.e., not have received a sanction from the University Conduct and Disciplinary System that prevents him or her from living in University operated housing).

#### RATES FOR ROOM AND MEAL PLAN

1. Rates for residence hall rooms and other units/spaces as well as the meal plan are published prior to the beginning of the fall semester and are included on the Housing Room and Board Rate Sheet. Room and board charges are assessed by the semester and are due as billed by One Stop.
2. This agreement legally binds Student to room and board charges for the full term or remaining balance thereof. Any Student who leaves the residence halls or other units/space during the agreement period without signing a Contract Cancellation form. (see "Contract Cancellation" section below) from the Director of SHARE or designee continues to be liable for charges during the Agreement Term.
3. Students assigned to live in Phelan Hall, Hayes-Healy Hall, Gillson Hall, Lone Mountain Hall/Pacific Wing, Fromm Hall, or Fulton House Cottage must purchase the University meal plan each semester. The University will automatically enroll the Student in the Flexi meal plan for Students assigned to these buildings. Students with dietary restrictions may apply for a meal plan modification through the Dining Services office. The Meal plan is nontransferable beyond the spring semester or between student accounts and has no cash value at the completion of the academic year. (Students assigned to Pedro Arrupe Hall, Fulton House Main or Loyola Village are not required to purchase a meal plan; please see the Rate sheet for more information.)

#### DATES OF OCCUPANCY

The dates of occupancy for the 2012-13 academic year are as follows:

1. Fall Semester: Saturday, August 18, 2012 to 24 hours after the Student's last final exam OR noon on Saturday, December 15, 2012, whichever comes first.
2. Intersession and Spring Semester: noon on Tuesday, January 1, 2013 to 24 hours after the Student's last final exam OR noon on Saturday, May 18, 2013, whichever comes first. Students participating in commencement ceremonies are permitted to stay until noon on Sunday, May 19, 2013.
3. Exceptions to the above dates must be requested in advance, in writing and approved by the Director of SHARE or designee. Students authorized to check-in prior to the agreement period of occupancy may be assessed additional daily room charges.
4. All University-operated housing facilities are closed during the Winter Break period. Residents are not permitted to enter between noon on Saturday, December 15, 2012 through noon on Tuesday, January 1, 2013.

#### ROOM ASSIGNMENTS, CHANGES, AND CONSOLIDATIONS

1. Room assignments are made with consideration for the compatibility of roommates but SHARE is under no obligation to do so. The University, however, 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.
2. The University reserves the right to reassign Student at any time. Possible reasons for reassigning Student include but are not limited to when, in the opinion of the Director of SHARE or designee, Student is (a) disruptive to his or her residential community, (b) incompatible with his or her roommate(s), or (c) unwilling to abide by University rules and regulations. Other reasons include but are not limited to "Acts of God".
3. Room change requests must be made in accordance with guidelines available to all students upon move in. Students may also consult with a SHARE staff member for more information. Unauthorized room changes may result in termination of this agreement, a disciplinary sanction including a monetary fine, or both. This agreement does not guarantee Student a specific assignment, roommate, placement preference, or compatibility.
4. Students without an agreement for a single room and who do not have a roommate are subject to room consolidation with another student. When space permits and at the discretion of the Director of SHARE or designee, students living alone in double rooms may be offered the opportunity to rent their double room as a single at an increased cost.
5. This Agreement may not be assigned to another and Student may not sublease his or her assigned space.

#### CHECK-IN DEADLINE

The University may cancel the housing assignment if Student fails to officially check-in to his or her assigned space after the first day of the agreement and before 9:00 a.m. on the first day of classes or, if during the semester, twenty-four (24) hours after this agreement is signed, unless prior written notice of late arrival is received by the Office of SHARE. Official check-in means (a) acceptance of room access on the student's ID card or room key, and (b) completion of a Room Inventory Form indicating condition of room and all furnishings assigned to Student. Student's signature on the Room Inventory Form establishes Student's acceptance of the condition of the room and contents at the time of check-in, and becomes the standard for the condition of the room at the time of check-out.

#### CHECK-OUT PROCEDURE

At the conclusion of the agreement term, or upon the granting of a Contract Cancellation, or

expulsion, Student must follow established check-out procedures including: (a) removal of all personal belongings from the room or unit; (b) return of all issued keys/access cleared from student's ID card; and (c) completion of the Room Inventory Form. Failure to follow check-out procedures may result in an Improper Check-out monetary fine.

#### RIGHT OF ENTRY AND SEARCH

1. 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.
2. 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 has been 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.

#### REMOVAL FROM UNIVERSITY-OPERATED HOUSING

1. 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 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 Agreement are subject to expulsion from University-operated housing.
2. 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 hearing can be held, including but not limited to removal from residence.
3. 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.
4. A student who is removed from his or her room or unit is not entitled to a refund of room and board charges.

#### ROOM CONDITION AND FURNISHINGS

1. The University supplies basic furniture such as 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, stack furniture, appropriate furnishings from common areas, disassemble furniture, or detach fixed furnishings.
2. 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.
3. All residents of a floor or entire building in University-operated housing may jointly be assessed charges for damage to, or theft of, University property in the common areas.

#### PERSONAL PROPERTY

1. 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.

2. 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.

#### SMOKING

Smoking is prohibited in all areas of University-operated student housing. In accordance with University policy, smoking is not permitted within 30 feet of entrance to any University building, including University-operated student housing.

#### FIRE SAFETY; SECURITY

1. Candles (including unburned, decorative candles), incense, and other objects with open flames are fire hazards and are prohibited in University Operated Housing.
2. 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 student housing.
3. Gasoline-powered vehicles (including motorcycles and scooters) and equipment are prohibited in all areas of University operated student housing.
4. 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.
5. Student agrees to follow all applicable University safety procedures. All University and SHARE safety procedures are outlined in the Fogcutter.

#### COMMUNICATIONS

The University communicates with residents by means of mailboxes and University email. Mailboxes are located in each University-operated student housing. Students are responsible for all information, including policy and procedure information, placed in the mailboxes or left on email.

#### CONTRACT CANCELLATION

1. All Housing Contract Cancellations will result in a \$1000.00 Contract Cancellation Fee in addition to any applicable charges for room use (assessed on a prorata basis), meal plan use, or room damage. All fees will be charged to the student's account. Students who are required to live on campus will also be required to have an approved Housing Exemption to receive a contract cancellation. Any exceptions from any part of this policy must be submitted to the Director of SHARE or designee will consider requests for release based on (a) a significant change in finances; (b) illness or hospitalization. Students leaving for USF study abroad programs or Graduation will not be charged the additional \$1000.00 contract cancellation fee. Contract cancellations submitted during the final four weeks of the semester will not be granted. Student may submit a written request to the One Stop Office for a refund on any credit balance remaining on his or her account.

#### CONSTRUCTION AND RENOVATION

Construction and/or remodeling or repair of academic and residential buildings on the USF campus in the vicinity of the residence halls is scheduled for the 2012-2013 academic year. Construction is expected to occur during normal daytime working hours, 7am - 7pm, 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 agreement, the Student agrees that he or she has been advised of said scheduled construction, and acknowledges that there may be disturbances and disruptions resulting from such construction, and has agreed to such.

#### 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.

#### FORCE MAJEURE

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

#### BREACH

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

#### NONWAIVER OF TERMS AND CONDITIONS

The failure of the University to insist upon strict performance of any terms or conditions of this Agreement 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.

#### GOVERNING LAW

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

**By signing below and submitting this application, I confirm I have read and agree to be bound by the terms and conditions of the University-Operated Housing Agreement.**

Underage Parent /Guardian Signature requires only this last page printed out and signed.

<b>Student's Name:</b>	
<b>Student's ID #:</b>	
<b>Parent/ Guardian Printed Name:</b>	
<b>Parent/ Guardian Signature:</b>	