THE UNIVERSITY OF TAMPA

OFFICE OF RESIDENCE LIFE

HOUSING AGREEMENT

Name of Student (Print)_____ **ID#** _____

Term: Fall 2021 - Spring 2022

This document constitutes an agreement between the University of Tampa (hereinafter "the University"), acting by and through its Office of Residence Life and the undersigned resident student and, if the student is a minor, his or her parent or guardian on behalf of the student, (the "student"), and sets forth the terms and conditions on which the resident may occupy the premises. This agreement is not a lease but a license to use the facilities and is binding for the entire academic year. This agreement does not create a landlord-tenant relationship. By signing this agreement and/or occupying the premises the student (and, if a minor, the student's parent or guardian agree for and on behalf of the student) agrees to be bound and abide by the terms of this agreement and to respect and adhere to all of the policies and procedures pertaining to The University of Tampa Office of Residence Life as outlined in this agreement, Campus Living Policies and Student Code of Conduct (as may be amended from time to time by the University), as well as any other University publications which are made part of this agreement by reference. If the student is under 18 years of age, the signature of a parent or guardian is also required.

Hard copies are available in the Office of Residence Life, Vaughn 213 or online at the following:
Housing Agreement ***https://www.ut.edu/uploadedFiles/Campus_Life/Residence_Life/HousingAgreement.pdf***
Student Code of Conduct ***http://www.ut.edu/studentcode***
Campus Living Policies ***http://www.ut.edu/residencelife/policies/***

DAMAGE DEPOSIT: Each new residential student must have a $500 deposit on file when the housing application is completed and submitted. This $500 deposit includes $300 for admissions and $200 for a damage deposit. The $300 admissions deposit will be applied to the student's first semester's invoice if the student remains enrolled at the University for that first semester or else this $300 deposit is forfeited. The remaining $200 of the admissions deposit will be held as a damage deposit and this $200 balance must be maintained at all times. Upon graduation, this damage deposit, or unused portions thereof, will be refunded to the student if there is no outstanding balance on the student's University account due to damages or any other charge. Such refunds will only be made upon written request of the student directed to The Office of Residence Life, which request must be made within 60 days after the student leaves University housing permanently.

EFFECTIVE DATES: This Agreement shall be binding for the full academic year, Fall and Spring semester, as defined by the University Academic Calendar. The license to occupy University residential premises shall become effective on the date of assignment to a residence hall space until 24 hours after the student's last class/exam or at the end of the spring semester of that academic year (whichever is first). This agreement is effective for the academic year indicated above. Assignment to or occupancy of rooms does NOT include occupancy during the winter or summer breaks unless otherwise indicated above. The student agrees to make all required payments for lawful charges as they become due as indicated by the Bursar. Billing and Payment information can be found online at ***https://www.ut.edu/about-ut/university-services/bursars-office/billing-and-payment-information.*** Room and board rates can be found online at ***http://www.ut.edu/residencelife/rates/.*** The student may begin occupancy of the assigned room on the date designated for official opening of the residence hall. Students must arrive and claim their room key by 5 p.m. on the day classes begin for the semester. Any student who has not claimed their room key by 5 p.m. on the day classes begin for the semester may be subject to, in the University's discretion, cancellation of the license to occupy the University residential facilities and/or relocation.

All residential facilities remain open and students are allowed to stay during the University's Thanksgiving and Spring Break periods. The right to occupy the residential facilities during Winter Break is reserved by the University. All residential facilities shall be closed during the University's official Winter Break; provided, students may be approved to reside in University owned or operated facilities during Winter Break, subject to an additional charge and possible temporary relocation.

ROOM ASSIGNMENT: Room assignment in the residence halls shall be contingent upon final admission to the University and enrollment as a full-time student. The University's acceptance of this agreement does not guarantee assignment to a particular type of accommodation. Assignments will be determined by the University. Residents may be assigned to any University owned or operated residential facility where there is sufficient vacancy or a non-owned and non-operated facility with which the University has contracted to provide housing. Furthermore, the University reserves the right to consolidate students who reside in rooms that have a capacity of two (2) or more students that have unassigned vacancies. A student may not refuse or prevent an assigned student from residing in a shared space.

Students who have medical needs or disabilities that may affect their assignment must contact and register with the associate director of Academic Excellence Programs in Student Disability Services to request appropriate accommodations and provide supporting documentation, to the fullest extent permitted by law. Accommodations will be approved based on availability and receipt of appropriate documentation as outlined by Student Disability Services.

The University of Tampa is an equal opportunity institution. The University of Tampa is committed to providing an environment that is free from unlawful harassment and discrimination. The University maintains a strict policy prohibiting any kind of harassment or discrimination on the basis of sex, race, color,

religion, national origin, disability, gender identity or expression, sexual orientation, age, military or veteran status, marital status, genetic information, or any other legally protected characteristic. Likewise, ethnic, religious, age-related, disability, gender or sexual orientation considerations will not be used as the basis for housing decisions affecting any student, faculty member, or employee, except as required by law to provide necessary accommodations. The designated coordinator for University compliance with federal laws and regulations concerning nondiscrimination is the Executive Director for Human Resources, Room 266, Southard Family Building; telephone (813) 253-6237.

Room assignments may be changed or cancelled by the University in the interest of order, health, discipline, maximum utilization of facilities, necessary repairs, disaster or other necessity in the sole discretion of the University. This includes making temporary assignments, cancellations and re-assignments when necessary due to the aforementioned.

ROOM USE/STUDENT RESPONSIBILITY: ***Only*** a student assigned to a given room may occupy that room. Unauthorized trading, swapping, exchanging, or **subletting of University housing is prohibited.** A student may not allow any third party to stay in the residence hall for a fee. Rooms are to be kept clean and orderly at all times and are to be clean upon departure. Roommates and apartment mates are both individually and jointly responsible for shared areas of their living quarters. Overnight guests including immediate family members may stay up to three days per semester with prior authorization from roommate(s). Rooms are to be used for residence only. The student shall occupy the assigned space solely as living quarters and not as a salesroom or storage room for merchandise or any commercial activity. The student shall not make any alteration to rooms, furnishings, fixtures or equipment, and the student shall not allow anyone else to do the same. Charges will be imposed on the student account for alterations, damage, or unauthorized use of room and/or for cleaning necessitated by improper care. Students are jointly financially responsible for common areas and the contents of their assigned residence halls and the University reserves the right to impose pro-rated damage related fees on students in a given residence hall or floor for damage caused to common areas where the specific parties responsible for such damages cannot be identified. The University reserves the right to determine the use of all lounges, common and public areas of the residence halls. The student is responsible for knowing and complying with all University regulations and procedures set forth in official publications, which are available to each student. The Office of Residence Life will communicate with students via a student's University email account. All students are required to set up and utilize their University e-mail account.

ROOM INSPECTION/MAINTENANCE: The University shall make reasonable efforts to provide privacy to the occupants of the residence halls. The student grants permission for the entry and inspection of the assigned room, suite or space by any authorized University personnel or agents in the discretion of the University for purposes that include, but are not limited to, completion of work requests or the repair and/or maintenance of the facility, inspection for fire and safety violations, when University personnel believe that the safety and/or welfare of the occupants is at stake, and to enforce University policies and regulations including, but not limited to, alcohol and drug violations. University personnel or agents are also authorized to enter an assigned room or space and conduct a search if it is reasonably believed that a violation of University regulations or policies, or local, state or federal laws is occurring. Additionally, in the event staff members discover anything reasonably believed to constitute, or be evidence of, a felony violation of state or federal law, staff members will immediately alert law enforcement, unless otherwise prohibited by law. The student affirms that, to the fullest extent permitted by law, he or she will comply with requests by University personnel or agents if there is a suspected violation of local, state or federal laws.

The University reserves the right to implement other and further rules, regulations, or policies as, in its judgment, may be necessary for the safety, care and cleanliness of the premises and for the preservation of good order therein. The student agrees to abide by all additional rules and regulations, which are adopted, and which may be modified by the University from time to time.

KEYS: Keys are not to be duplicated or given to other students, non-resident students, or third parties. The student is responsible for the cost of replacement of keys or the cost of re-coring of room locks if keys are stolen, lost, or not returned upon checkout.

ABANDONED PROPERTY: Any items, regardless of value, left in rooms beyond effective dates of this agreement or when occupancy is terminated will be considered abandoned property and may be disposed of as the University sees fit. Students may be billed for the cost of disposing of such items.

LIABILITY: The University is not liable for damage or loss of personal property, for interruption of utilities or internet, or for mechanical failure of its equipment or for damage resulting from electrical problems, including electrical surge. No consideration will be given to a student who suffers loss or discomfort due to the aforementioned. **By signing this agreement, the student (and, if applicable, the student's parent or guardian for and on behalf of the student) hereby releases the University from any and all claims from loss or damage to the student's property caused by any reason, including from the University's own negligence. Students, therefore, are encouraged to obtain their own personal property insurance.** Students are encouraged to keep their rooms locked and keep their valuables secured at all times.

INDEMNIFICATION: Subject to provisions of applicable law, student shall indemnify and hold the University harmless from all liability, loss, or damage arising from the student's carelessness, neglect, or improper conduct on or in the room, hall or property and student shall be responsible for and shall reimburse the University for any loss or damage to the room, hall or property or the equipment or fixtures therein arising from any such carelessness, neglect, or improper conduct by the student; however, nothing in any of the foregoing shall apply to any liability, loss, or damage caused by the omission, fault, negligence or other misconduct of the University.

CONSTRUCTION NOTICE: There may be construction occurring on campus during the period of this agreement. Be advised that students may experience noise, loss of utilities, or other problems.

MEALPLAN: Residents of all halls are required to participate in the University's meal plan. Students may request to change their meal plans online at ***http://www.ut.edu/residencelife/mealplan.*** Plans cannot be changed after the end of the third week of classes each semester. Meal plan charges are

flat charges per semester. No refund or credit will be provided to students for any portion of a meal plan not used by students, and any unused portion shall not roll over into another semester, regardless of the reason that such meal plan was not used.

CANCELLATION BEFORE OCCUPANCY: A continuing student who submits a written request to be released from this agreement to the Office of Residence Life by June 1, 2021 shall be released from this agreement. The student hereby agrees that if the student does not submit a timely request to cancel this agreement, the student shall be responsible for all housing charges at the applicable rate. Absent timely cancellation, the University may still, in its sole discretion, release a student from this agreement if (1) the student is actively registered for full-time classes at the University for the academic year covered by the agreement and (2) the student has not yet occupied the student housing that is the subject of this agreement.

Notwithstanding anything in the prior paragraph, continuing students who are not registered as full-time students by June 1 may be removed from their housing assignments, and in this case, the student will not have a right to housing under this agreement. The student can be placed on a wait list once they re-register. If they are ultimately afforded housing (after registering as a full time student), such student will be bound by this agreement and responsible for all housing fees.

A new student who submits a written request to be released from this agreement to the Office of Residence Life before taking occupancy of the assigned room shall be released from this agreement.

CANCELLATION AFTER OCCUPANCY: This license to occupy the University premises terminates 24 hours after the student's last class/exam or at the end of the spring semester of that academic year (whichever is first), or upon withdrawal from the University. The student may be granted release from this agreement within the sole discretion of the University during the academic year if: (a) student graduates from the University, (b) student withdraws from the University, or (c) student is academically dismissed or for such other reason as determined by the University in its discretion. A student officially released from this agreement in writing for one of the aforementioned reasons will be refunded pro-rated housing and meal plan charges. The pro-rated charge shall be calculated from the opening date of the residence halls for the semester until written notification from the University of the release. A student desiring to be released from this housing agreement once the academic year has begun for reason other than the aforementioned must initiate an appeal to the Office of Residence Life, although there is no guarantee that any appeal will be approved. Any student who leaves the residence halls during the agreement period without official, written release from the Director of Residence Life or designee will continue to be billed for the charges during the agreement period and agrees to be financially responsible for such charges. If a student exhibits inappropriate behavior according to University standards and constitutes a detriment to orderly community living, the Associate Dean of Students or designee may within their sole discretion change the room assignment or cancel the license to occupy or use the University residential premises granted by this agreement immediately without refund. A student whose license under this agreement is cancelled or a student who is suspended or expelled from the University for disciplinary reasons will forfeit the semester's room charges already paid to the University or charged to the student's account, will not be entitled to any refund or credit, and must vacate the assigned residential room as directed by the Office of Student Conduct and/or Office of Residence Life. A student whose license under this agreement is cancelled or a student who is suspended or expelled from the University for disciplinary reasons will receive a pro-rated refund for dining charges calculated from the day of the housing license is cancelled, in writing, to the end of that semester. Any such pro-rated refund of dining fees will first be applied against any balance on the student's account, with the remainder, if any returned to the student. Any student registering or dropping below full-time status must request approval from the Office of Residence Life to remain in the residence hall and may be subject to cancellation of the license provided by this agreement and removal from the residence hall. **Any student who withdraws from the University must cease use of the University's dining facilities and vacate the assigned residential room within 24 hours of such withdrawal and, should the student fail to do so, they will be held liable for room and/or board charges beyond his/her last date of attendance (if they would otherwise be entitled to a refund, such charges will be applied against the refund otherwise due) and will be subject to removal.**

If this agreement is terminated by the student without a release from the University or by the University for breach, then (a) the student shall forthwith pay damages to the University; and (b) the student shall indemnify University from and against any loss and damage sustained by University by reason of the termination, including, but not limited to: any loss of rents, any damages incurred to the property, and any claims of injury to student or third persons. The University shall also be entitled to any and all other rights and remedies provided by law. All rights and remedies of University are to be cumulative and not exclusive.

OCCUPATION DURING EMERGENCIES: In event of an emergency due to a peril such as (but not limited to) a hurricane, it is hereby understood that University owned or operated residential facilities and buildings are not designated as hurricane shelters and do not have the specifications for protection as per the hurricane shelter guidelines or criteria. Therefore, at the University's discretion, evacuation may be mandated depending upon the circumstances of an impending peril or loss. All residents shall be notified accordingly, and hereby agree to abide by any evacuation orders issued by the University and/or any State, City or County mandates.

MISCELLANEOUS PROVISIONS: The waiver of one breach of any agreement or condition of this agreement shall not be considered to be a waiver of that or any other agreement or condition or of any subsequent breach thereof.

If any provision of this agreement or portion of such provision or the application thereof to any person or circumstance is held invalid, the remainder of this agreement (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.

There is an inherent elevated risk associated with living and socializing in a community environment. Therefore, to the fullest extent permitted by law, students electing to reside in or enter any University premises, including residence halls, assume any risk attendant thereto. The University may limit access to residential or campus amenities and common areas for the health and safety of the campus community, or for any reason deemed necessary or appropriate in the University's discretion. The University also reserves the right to restrict access to residential and other spaces to appropriate University students, faculty, staff, and vendors selected by the University.

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A University campus is a dynamic environment and our community's health, safety, and welfare is an important concern to the University. To address this concern, we require the flexibility to act as we deem necessary in the best interests of our University community. Therefore, as the need may arise, the University reserves the right to, in its sole discretion, modify, revise, supplement, rescind, suspend, terminate, or change its housing and campus policies, procedures, programs, activities and services, in whole or in part, to the fullest extent permitted by law.

Students, including residential students, are required to comply with governmental health and safety laws, orders, ordinances, pronouncements, and regulations. Students are also required to abide by health and safety guidance and policies, as well as any changes to any University service, environment, activity, or offering as those changes or policies are adopted by the University for any reason deemed necessary in the University's sole discretion, such as (but not limited to) those changes made due to public health crises, safety issues, diseases, pandemics, strikes, natural disasters, hurricanes, storms, fires, power outages, physical or structural issues, maintenance needs, staffing issues, and other events and circumstances outside the University's control. Specific details and guidelines will be provided and determined as circumstances dictate, but this may include, and is not limited to: limitations on mass gatherings, limitations on guests, quarantine/isolation requirements (including before or upon arrival to campus), and partial or total closure or suspension of University housing, dining, or the campus and University facilities for any period of time in a particular semester. The University may also require specific students to leave residence halls or the University campus in the event such students' continued presence poses a health or safety risk to the residential or campus community, as determined by the University. You understand and agree that (1) the University does not guarantee in-person access to any University service or benefit; (2) the University does not guarantee the availability, at all times, of any specific benefit, activity, or service; (3) the University does not guarantee any specific housing facility will be provided by the University for the entire academic year; and (4) you agree that restrictions, changes, suspensions or closures imposed by the University for any circumstances set forth in this Paragraph does not constitute cancellation of this agreement or relieve any student from their obligations, including their financial obligations, under this agreement or any other agreement with the University and no refund or credit of any housing, dining, tuition or other fees will be provided. Nor will amounts paid for services, benefits, or activities unused by students roll over to another semester or be refunded or credited in any manner, regardless of the reason such services, benefits or activities were not used by, or available to, a student for any period of time in a given semester. By signing this agreement, or by voluntarily residing in or using residence halls, using University services, or enrolling in University courses, you understand the risks associated with this agreement and agree to be bound by its terms.

This agreement may be electronically signed and it shall be interpreted according to Florida law. This agreement constitutes the entire agreement between the Parties with respect to the matters described and shall not be modified by any course of dealing or oral agreement. The exclusive venue for any claim arising out of this agreement, shall be in Tampa, Florida, and any claim arising out of this agreement or your other agreements with, or attendance at, the University shall be heard by a judge without a jury. This agreement may be modified by the University of Tampa, from time to time, as long as the University provides notice to your University email address or posts notice on the University website or other University bulletin board. Any modification is limited to those policies and/or terms that are changed or added through the modification. Should any provision of this agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified by the Court to be enforceable, such provision shall immediately become null and void, leaving the remainder of this agreement in full force and effect. Because this agreement relates to the student's receipt of an education, this agreement shall be construed as a contract for a "necessary", to the fullest extent permitted by law. Nonetheless, for the avoidance of doubt, a parent or guardian is required to sign this agreement for and on behalf of the minor. Finally, once a minor reaches majority they will be deemed to have ratified this agreement (and any other agreement with the University) if they either (1) accept any services from the University; (2) enroll in or attend any classes offered by the University; or (3) reside in, use, or maintain any property in University housing.

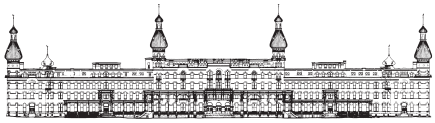
Students under the age of 18, must print a copy of the pdf housing agreement from the Office of Residence Life website and return a copy signed by parent/legal guardian and student to reslife@ut.edu prior to occupancy.

Signature(s) _____ **Date** _____

If the student is under 18 years of age, the signature of a parent or guardian is required.

Parent Signature _____ **Date** _____

Parent Name (Please Print) _____ ❑ **Parent** ❑ **Guardian**



The University Of

T A M P A

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