

Name of Student (Print) _____ ID# _____

Term: Fall and Spring 20__ 20__ Spring Only 20__ May Term 20__ Summer I 20__ Summer II 20__ August Intersession 20__
year year year year year year year

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, (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. By signing this agreement the student agrees 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, Student Code of Conduct, as well as any other University publications which are made part of this agreement by reference and are binding on all parties to this agreement. 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 <https://www.ut.edu/residencelife/policies/>

Signature(s) _____ Date _____

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

Parent Signature _____ Date _____

DAMAGE DEPOSIT: Each new residential student must have a \$500 admissions deposit on file when the housing application is completed and submitted. After the student receives a room key, \$200 of the admissions deposit will be held as the 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 account. Upon written request to The Office of Residence Life, the damage deposit, or unused portions thereof, will be refunded 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. This agreement 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 will be subject to agreement cancellation 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.

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.. 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 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. 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 made 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. 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

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state or federal law, staff members will immediately alert law enforcement. The student affirms that 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 such 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.

LIABILITY: The University is not liable for damage or loss of personal property, for interruption of utilities, 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. **The student, by signing this agreement, hereby releases the University from any and all claims from loss or damage to the student's property, including from the University's own negligence. Students, therefore, are encouraged to provide their own personal property insurance.**

INDEMNIFICATION: Subject to provisions of applicable law, student shall indemnify and hold the University harmless from all liability, loss, or damage arising from any carelessness, neglect, or improper conduct on 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; however, nothing in any of the foregoing shall apply to any liability, loss, or damage to the extent caused by any 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 you 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.

CANCELLATION BEFORE OCCUPANCY: A continuing student who notifies the Office of Residence Life by June 1 in writing shall be released from this agreement. A continuing student may not be released from this agreement after June 1 to move off campus. Continuing students who are not registered as full-time students by June 1 will be removed from their housing assignments and can be placed on wait lists once they re-register. A new student who notifies the Office of Residence Life in writing before taking occupancy of the assigned room shall be released from this agreement.

CANCELLATION AFTER OCCUPANCY: This agreement 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. A student officially released from this agreement in writing for one of the aforementioned reasons will be refunded pro-rated weekly housing and meal plan charges calculated from the week following notification. 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. 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. 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 this agreement immediately without refund. A student whose agreement is cancelled or a student who is suspended or expelled from the University for disciplinary reasons will forfeit the semester's room charges and must vacate the assigned residential room as directed by the Office of Student Conduct and/or Office of Residence Life. Any student registering or dropping below full-time status must request approval from the Office of Residence Life and may be subject to agreement cancellation 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 or be held liable for room and/or board charges beyond his/ her last date of attendance 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 any evacuation orders issued by the University and/or any State, City or County mandates.

AGREEMENT: 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.



The University Of

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www.ut.edu

White: Office of Residence Life Copy/Yellow: Student Copy