



2009-2010 Terms and Conditions Campus Housing and Dining Services Agreement

INTRODUCTION

This Campus Housing and Dining Services Agreement (“Agreement”) is entered into by and between the University of San Diego (the “University”) and the student (“Resident”). This Agreement establishes the terms and conditions of occupancy in University Residence Halls and participation in a University Dining Services meal plan when so indicated. This Agreement, together with the on-line campus housing and dining applications, constitutes an offer by the University to contract with Resident for housing facilities and dining services as specified herein. Resident accepts this Agreement by either accepting the Agreement electronically or in hard copy format or by occupying the University’s residence halls. By accepting this Agreement, Resident agrees to all terms and conditions set forth in this Agreement. This Agreement is effective between the parties upon Resident’s acceptance.

The University shall not be required to reserve space for Resident in a University residence hall unless and until Resident accepts this Agreement, submits an online campus housing application, and makes a \$250 NON-REFUNDABLE Room Prepayment to the University. **NOTE FOR NEW STUDENT RESIDENTS:** The \$500 Commitment Deposit made to the Admissions Office will serve as the Room Prepayment.

1. ELIGIBILITY

To be eligible to live in a University residence hall, Resident must be currently enrolled as a full-time student at the University and making normal progress toward completion of a degree. All unmarried freshmen students who are under 21 years of age and who do not commute from the home of their parent(s) or legal guardian are required to live in University housing. Exceptions to these policies will be considered, but must be requested in writing and approved prior to the start of the semester (i.e. prior to checking into the hall or to making permanent plans to live off campus). The University reserves the right to refuse any application for accommodations in University residence halls. Moreover, acceptance of the signed Agreement by the University does not constitute a commitment of admission to the University.

2. AGREEMENT PERIOD FOR OCCUPANCY

The term of this Agreement is for the entire academic year which consists only of the fall and spring semesters or, if this Agreement is entered into after the start of the academic year, for the remainder of the academic year. Unless specifically stated otherwise, the term of this Agreement does not include Christmas Break, Intersession or Spring Break.

The term of this Agreement for occupancy in **Camino and Founders Halls, Maher Hall, Missions A and B, San Antonio de Padua, San Buenaventura, and the Alcalá Vista Apartments** is as follows:

Fall Semester

From: **Noon on Monday, August 31, 2009**, for all Residents.

To: Twenty-four hours after the Resident’s last examination or **noon on Wednesday, December 23, 2009, whichever comes earlier.**

Spring Semester

From: **Noon on Friday, January 22, 2010**, for all Residents.

To: Noon on the day following the last class prior to the Spring Break (**Saturday, March 6, 2010**).

From: Noon on the day prior to the first class day following the Spring Break (**Sunday, March 14, 2010**).

To: Twenty-four hours after the Resident's last examination or noon on **Friday, May 21, 2010**, whichever comes earlier.

The term of this Agreement for **graduate student** Residents living in **Presidio Terrace and Manchester Village (building #1)** provides for continuous occupancy from noon on **Monday, August 31, 2009 through noon on Sunday, May 30, 2010**.

The term of this Agreement for **law student** Residents living in **Presidio Terrace and Manchester Village (building #1)** provides for continuous occupancy from noon on **Monday, August 17, 2009 through noon on Sunday, May 16, 2010**.

The term of this Agreement for **all undergraduate** Residents living in the **University Terrace or Presidio Terrace Apartments and Manchester Village** provides for continuous occupancy from noon on **Monday, August 31, 2009 through noon on Friday, May 21, 2010**.

Continuous occupancy (including Christmas Break, Intersession and Spring Break) is available at no additional expense only for those Residents in the Presidio Terrace, University Terrace Apartments and Manchester Village who fulfill the full 2009-2010 academic year Agreement. Any Resident who does not fulfill the full 2009-2010 academic year Agreement shall pay the room fees established for those periods and paid by Residents in other campus housing buildings.

3. CHARGE FOR USE PRIOR TO AGREEMENT TERM

Residence halls will be open prior to the fall and spring semester opening dates to accommodate those Residents who participate in new student orientation. This option is restricted to new students and orientation workers authorized by the Division of Student Affairs, which will send notification of specific dates of arrival.

Any Resident (other than Residents authorized to participate in new student orientation) granted permission by the Department of Residential Life to move into the residence halls prior to the stated occupancy period will be subject to a \$50.00 per night (room only) charge billed directly to the Resident's University account.

4. DINING SERVICES

Resident shall submit a completed dining service application in order to receive dining services from the University under this Agreement. Meal plan options and applicable dining services policies are as stated herein. Any questions regarding Resident's *Torero Card* or meal plan should be directed to Campus Card Services.

a. Selecting a Torero Meal Plan:

- i. All students may purchase any of the following Torero Meal Plans:

Plus 105, Plus 120, or Plus 135. Descriptions of each plan are available online: www.sandiego.edu/dining/mealplans.php.

- ii. If Resident is a freshman, Resident is required to purchase the Plus 105, Plus 120 or Plus 135 meal plan. If Resident is not a freshman, Resident may also choose any of the following: the Plan 25, Plus 25, Plus 50, or Plus 75; or no meal plan.
- iii. Resident will select the plan of his or her choice online via the My San Diego portal, within the Student Life tab (or the Graduate Life or Law My Personal Info tabs).
- iv. For fall 2009 entrance, Resident must purchase a plan on or before July 1, 2009 unless a student submits an application to become a Resident after July 1 then that Resident must purchase a meal plan before the first day of classes for the Fall 2009 semester.
- v. If Resident's first semester on campus is spring 2010, Resident must purchase a plan by the first day of classes of the spring 2010 semester.

b. Schedule:

- i. Meal plans will be available when USD is in regular undergraduate session for the fall and spring semesters.
- ii. The **first** meal of each semester, and following vacation breaks, will begin with dinner the night before the first day of undergraduate classes (9/1/09 fall; 1/24/10 spring)
- iii. The **last** meal of each semester, and preceding vacation breaks, will be lunch on the last day of undergraduate exams (12/22/09 lunch; 5/20/10 lunch).
- iv. Meals do not carry over into Intersession, or from semester to semester. At the end of each semester all meal plan accounts are closed. Dining Dollars do roll over from fall to spring semester; but will expire at the end of the spring semester.
- v. Residents who do not make changes to their meal plan during the fall semester will automatically have the same plan at the start of the spring semester.
- vi. No meals will be offered during Thanksgiving, Christmas, Intersession, or Spring vacation breaks.

c. Changes and Cancellations:

- i. Students may increase their meal plans, and/or purchase an additional meal plan, at any time throughout each semester.
- ii. The last day for non-freshmen residents to reduce or cancel a meal plan is the fifth class day of the regular undergraduate fall (9/8/09) or spring semester (1/29/10).
- iii. Freshmen residents may not reduce or cancel their meal plans.
- iv. Freshmen who wish to petition for room only, and not have a meal plan, may do so by completing the forms available on the Meal Plan page of the Dining Services website <http://www.sandiego.edu/dining/mealplans.php>.

Your Torero Card

- a. A student's *Torero Card*, the official USD identification card, will be activated with the applicable meal plan information and will serve as the meal plan card.
- b. The meal plan is for the exclusive use of the cardholder.
- c. A meal plan may not be resold, assigned, transferred, or used by anyone else under any condition. Use by anyone else may result in a fine.
- d. The cardholder must report a lost Torero Card within 24 hours to Campus Card Services. You may report this on the Campus Card website, <http://www.sandiego.edu/campuscard>, by phone, ext. 5999 or (619) 260-5999, or in person at the Campus Card office UC-127. If you do not report the loss of a card within 24 hours, you will be liable for any meals used and charges accrued, up until the time the card is reported missing.

Dining Policies

Resident shall be responsible for complying with all applicable Dining Services policies, including but not limited to the following:

- a. Meal plans are not transferable.
- b. Resident shall not use any other person's meal card.
- c. Theft in any dining area (of food, utensils, supplies or other university property) is strictly prohibited.
- d. Attempting to enter dining facilities other than at designated points is prohibited.
- e. Throwing of any object within a dining facility is prohibited.

Violation of an applicable Dining Services policy will result in appropriate disciplinary action in a manner consistent with the Student Code of Rights and Responsibilities. Where the circumstances warrant, a student's dining privileges may be revoked when a Dining Services policy is violated. The student will not be entitled to a decrease or refund of any portion of the fee paid for the meal plan when the student's dining privileges are suspended or revoked as a result of the student's violation of a Dining Services policy.

5. RESIDENT RULES AND REGULATIONS

The Resident agrees to abide by all applicable state, federal and local laws and to observe and comply with all applicable University policies, rules and regulations, including but not limited to those set forth in the Archways Student Handbook, the Student Code of Rights and Responsibilities, and the Department of Residential Life Community Standards for Student Housing.

6. ASSIGNMENT POLICY

The University will not discriminate in room or hall assignments on the basis of race, color, religion, national origin, sex, sexual orientation, age, or disability. The University will attempt to honor, whenever possible, requests for particular accommodations. However, assignment preferences are not guaranteed and failure to honor preferences will not void this Agreement.

The University reserves the right to assign more occupants to a room than the established capacity on a temporary basis when the demand for housing exceeds the spaces available. Furthermore, the University reserves the right to assign roommates, to change room or hall assignments, and/or to consolidate vacancies by requiring Residents to move from one accommodation to another in the event such reassignments are determined to be necessary by the University. The University also reserves the right to assign a new Resident to a vacancy that may occur in the residence halls at any time. No prior notice of a new roommate to the Residents sharing that residence hall space is required.

THE DEPARTMENT OF RESIDENTIAL LIFE WILL ATTEMPT TO PROVIDE FALL SEMESTER ROOM ASSIGNMENTS AND ROOMMATE INFORMATION TO ALL NEW RESIDENTS BY EARLY AUGUST. Failure to receive an assignment does not cancel the Agreement. Residents who do not receive assignments before leaving for the University should check with the Department of Residential Life upon arrival at the University. Unless written notification of late arrival has been received by the Department of Residential Life, Resident's room assignment will be cancelled at 9:00 am on the first day of classes if the Resident has not checked-in by that time. If possible, reassignment will be made upon arrival. However, the cancellation of a room assignment or Resident's failure to check-in by the required time does not in any way affect a Resident's obligations under this Agreement.

7. ROOMMATES

Roommate requests will be honored whenever possible. However, roommate requests must be mutual. If a particular student is preferred as a roommate, then both Residents should note their preferred roommate's name on the Residential Life housing portal roommate selection option. Please remember that roommate choice has the highest priority when making room assignments and that reasonable efforts will be made to honor roommate choice even ahead of hall preference. Priority for new resident roommate assignments will be determined by the average date when the commitment deposits were received from the roommates requesting each other. Roommate requests are more likely to be honored when Agreements are submitted early.

8. ROOM CHANGES

Requests for room changes are initiated by completing a request form obtained at the Office of Residential Life. Resident may change rooms only after receiving written authorization from the Residential Life staff and written approval of the Community Director(s). Unauthorized room changes may result in the Resident being required to move back to his/her authorized assignment and/or disciplinary action. Approved changes are reported to the appropriate Resident Assistant(s). To provide opportunity to move personal belongings, access to the Resident's previously assigned room will be extended for 24 hours after access is given to the new room assignment. The Resident is also responsible for completing the *Room Condition Form* for both the new assignment and the room previously occupied.

9. RATES AND PAYMENT

The campus housing rates are determined annually and are based upon combinations of hall and room occupancy. IF BILLINGS ARE MADE BEFORE ROOM ASSIGNMENTS ARE COMPLETED FOR NEW RESIDENTS, THEN THE NEW RESIDENT WILL BE CHARGED A STANDARD DOUBLE ROOM RATE AND AN ADJUSTMENT (IF NECESSARY) WILL BE MADE AFTER ASSIGNMENTS ARE COMPLETED. THE UNIVERSITY RESERVES THE RIGHT TO CHANGE ROOM AND BOARD RATES DURING THE TERM OF THE

AGREEMENT. If room occupancy (i.e. number of residents in a room) changes after billings have been made, the determination of whether the higher occupancy shall be maintained for room assignment flexibility or the occupancy in a room should be reduced resulting in the applicable room rate increase shall be at the sole discretion of the Department of Residential Life.

While this Agreement is in effect, the Resident will be required to meet all financial obligations of the Agreement. If the Resident is under 18 years of age, then the Resident must have his/her parent or legal guardian sign and submit a *Contract Acceptance Form* and thereby guarantee full and prompt payment to the University of all sums payable by the Resident under the Agreement.

Payment will be made in accordance with University policy on payment of tuition and fees as described in the University Bulletin. Failure to satisfy the financial obligations accrued under this Agreement may result in the denial of meals, removal from campus housing, and/or denial of issuance/transfer of grade transcripts and/or enrollment, pursuant to University rules and regulations governing the imposition of these sanctions.

The applicable room rate is determined by the room type (i.e. occupancy), which is based upon the actual number of Residents in a room on the first class day of each semester (i.e. fall and spring), unless the Department of Residential Life determines that maintaining the higher occupancy is necessary for room assignment flexibility. Moreover, if a vacancy occurs in a room during the semester and the Department of Residential Life determines that maintaining the higher occupancy is not necessary for room assignment flexibility, the remaining Resident(s) will be offered three options: 1) Keep the room at the lower occupancy level by paying the higher applicable rate, 2) Move into another room where a vacancy exists, or 3) Allow another student to move into the room to bring the occupancy to the desired room type. If the remaining Resident(s) should select the third option and then fail to accept a new roommate at any time during the semester in which the vacancy occurs, then the remaining Resident(s) shall be charged at the higher applicable rate (e.g. if one Resident remains the single room rates apply) retroactively to the date when the vacancy initially occurred. No furniture may be moved out of the room without written approval from the Department of Residential Life.

Residents who enter into an Agreement with the University for housing and dining services after the first week of the agreement period for occupancy of either semester will be charged a prorated semester room and dining services rate. Subsequent to occupancy (or the encoding of Onity access privileges, if earlier), a Resident shall be required to fulfill all financial obligations of this Agreement for the entire Agreement term.

10. TERMINATION OF AGREEMENT

The Resident or the University may terminate this Agreement only pursuant to this provision.

Termination by the Resident:

- a. If written notice of termination is received by the Department of Residential Life prior to the beginning of the Agreement term for occupancy, the Agreement will be cancelled, subject to Refund and Forfeiture Policies as set forth below. The termination shall be effective upon receipt of the written notice by the Department of Residential Life.

- b. After the Agreement term for occupancy begins, the Resident may apply in writing to the Department of Residential Life to request approval for a termination of this Agreement under the following circumstances:
- (1) Loss of student status withdrawal from the University, or failure to attend.
 - (2) Assignment to a University-sponsored internship, research, or other University program that requires living away from San Diego.
 - (3) Completion of graduation requirements during the term of the Agreement.
 - (4) Marriage. (Presentation of proof of marriage is required.)
 - (5) Unforeseen and compelling circumstances which, in the judgment of the Director of Housing, entitles the Resident to special consideration.

Approval of a request for termination of this Agreement is not automatic. Termination of this Agreement is effective only upon the University's approval in writing of the Resident's request for termination. The University retains the sole and complete discretion to approve or deny a request for termination of this Agreement.

Termination by the University:

- a. The University may terminate or temporarily suspend some or all of its responsibilities under this Agreement with or without notice where (1) the University in its sole discretion determines that the continued operation of University housing or dining services for either a set or indefinite period of time is infeasible or impractical; or (2) due to circumstances beyond the University's control, the University concludes that it is appropriate to suspend housing or dining services for a set or indefinite period of time.
- b. The University may terminate or cancel this Agreement if the Resident fails to meet the full terms and conditions stated herein, or for violation of University and/or residence hall policies or regulations as stated in the *Archways* or the Community Standards or otherwise, which are made a part of the Agreement by reference. In the event the Agreement is terminated for the above reasons, the Resident shall be required to surrender the assigned room under the same terms, conditions, and covenants as would apply under the Agreement if the surrender were to take place at the completion of the Agreement term.
- c. If the University terminates or suspends its responsibilities under the Agreement pursuant to this section, Resident shall continue to be responsible for the performance of his or her responsibilities (financial or otherwise) of the Agreement.

11. ASSIGNMENT OF AGREEMENT

The Agreement cannot be transferred, assigned or sublet by the Resident to another party under any circumstances.

12. REFUND AND FORFEITURE POLICIES

If Resident terminates this Agreement as provided above, Resident shall be responsible for the fees provided for in this provision.

The full \$250 Room Prepayment is immediately non-refundable for all fall semester residents regardless of the reason for termination.

Residents with Agreements initiated prior to the fall semester who cancel after July 31, 2009 but before the end of the fall semester shall forfeit the full \$250 Room Prepayment and also shall be subject to additional fees as stated below:

Cancellations Received:	Additional Charge:	Total Charge:
August 01-07	\$50.00	\$300.00
August 08-14	\$100.00	\$350.00
August 15-21	\$150.00	\$400.00
August 22-28	\$200.00	\$450.00
August 29-30	\$250.00	\$500.00
After August 30	\$460.00	\$710.00

The full \$250 Room Prepayment also is immediately nonrefundable for all new spring semester residents who subsequently terminate this Agreement, regardless of when the deposit was made and the reason for termination.

After the spring semester Agreement term for occupancy begins, termination of the Agreement by a new spring Resident who is officially enrolled at the University but who fails to occupy his or her assigned room and who has not received a card key with his or her Onity room access shall result in the assessment of an additional \$105 as damages for the duration of the contract period (a total forfeiture of \$355 for new spring semester Residents).

New University students (freshmen and transfers) will receive a full refund of their commitment deposits for fall semester if the Admissions Office receives written notification of cancellation by May 1. Any new University resident student who submits a written cancellation notice received between May 2 and July 31 inclusive will be refunded \$250 from the total \$500 deposit. No refunds will be issued to new University students who cancel after July 31.

A continuing Resident may terminate the spring semester portion of his or her academic year Agreement under Section 10(b)(1)-(4) without paying a cancellation fee if the Resident's termination request is approved by the University, but only if the Resident's written request is received by the Department of Residential Life on or before December 31. If Resident submits a request for termination under Section 10(b)(1)-(4) **after December 31**, and that request is approved, Resident will be assessed a minimum cancellation fee of \$250. **To avoid the \$250 cancellation fee, Resident who is academically disqualified should provide written notification to the Department of Residential Life on or before December 31 whether he or she will appeal that disqualification.**

A continuing Resident who submits a written request for cancellation of his or her academic year Agreement under Section 10(b)(5) by December 31 and who receives approval from the Director of Housing under Section 10(b)(5) shall be assessed a cancellation fee of \$1,500 as financial damages to partially compensate the University for this early release. Any request for termination received after December 31 that is granted under Section 10(b)(5) will result in a cancellation fee of \$2,000.

A Resident who receives approval to cancel the spring semester portion of his or her academic year Agreement must complete all checkout procedures by the last day of fall semester Agreement term for occupancy (i.e. noon on December 23, 2009). Any Resident who cancels the spring semester portion of his/her academic year Agreement and who does not complete all checkout procedures by the last day of the fall semester period for occupancy shall be assessed additional daily fees.

For the first eight weeks of the Agreement term for occupancy each semester, the University will adhere to a daily prorated schedule of housing fees for contracted Residents (whether or not they have checked into a room) who are officially withdrawing from the University during either academic term regardless of reason. **No refunds will be made to Residents who withdraw after the first eight weeks of the Agreement term for occupancy during either the fall or spring semester regardless of the reason.** All Residents officially withdrawing from the University subsequent to the first day of the Agreement term for occupancy for either semester shall forfeit an amount equal to the \$250 Room Prepayment plus the additional cancellation fees (\$460 for fall semester or \$105 for spring). The effective date for any housing and dining service refund will be the latest date of either semester when the following requirements are completed: the Resident officially submits a University withdrawal notice, removes all personal belongings, checks out of his or her room, has the Onity room access privileges deleted from his or her ID card, or surrenders his/her meal plan.

13. LIABILITY

The University shall not be responsible or liable directly or indirectly for loss of or damage to personal property resulting from fire, flood, electrical outages, theft, or any other cause which occurs in its buildings or on its grounds prior to, during, or subsequent to the Agreement term for occupancy. Residents should review family property insurance coverage to ascertain the status of their coverage while living in residence halls, particularly noting the presence or absence of a coverage clause for mysterious disappearance (i.e. loss where physical proof is not available). Residents are encouraged to purchase renter's insurance to cover the loss of or damage to their personal property. The University assumes no responsibility and provides no insurance or financial protection for Resident's personal property. The University does not offer renter's insurance. Additionally, the University is not responsible for personal property left behind by Residents after the date of their transfer, departure, suspension, or dismissal from any room in a University residence hall.

14. CHECK-IN AND CHECKOUT

Upon moving into his or her assigned room, the Resident will complete, sign, and submit the *Room Condition Form* and *Emergency Card* to his or her Resident Assistant. This *Room Condition Form* will be an accurate and complete record of the contents and condition of the assigned room and will be the basis for room damage charges, if assessed. Residents who fail to complete or submit their forms are liable for all damages or loss. The Resident agrees to follow established checkout procedures as outlined in the Community Standards and *Archways* or otherwise as communicated by the University when vacating the room, which includes removing trash and debris, leaving the room in an acceptable, clean condition, and having the Onity room access privileges deleted from his or her ID card.

The Resident will vacate his or her room within twenty-four (24) hours after termination of this Agreement, after loss of student status, after the Resident's last final examination of the semester, or according to the Agreement term of occupancy, whichever occurs earliest. The room must be left clean and orderly and all checkout procedures must be followed. Failure to follow established

checkout procedures may result in forfeiture of the Damage and Cleaning Deposit plus additional charges.

15. VACATION PERIODS

With the exception of Manchester Village, Presidio Terrace and University Terrace Apartments, THE RESIDENCE HALLS ARE CLOSED DURING VACATION PERIODS (e.g. Christmas, Intersession and Spring Break). The University reserves the right to enter student housing during vacation periods for maintenance or safety reasons. Residents may leave their personal belongings in their assigned room during these periods at their own risk if they will continue residing in the room after the vacation period.

Special requests for hardship housing during these vacation periods must be submitted in writing to and approved in writing by the Department of Residential Life. If the University does make space available for students during vacation breaks, it may require those students to move to different residence halls during such periods. Additional charges of \$50 per night will be made for housing (i.e. room only) during these times. Prices are subject to increase.

16. ROOM INSPECTIONS, ENTRY AND SEARCH

The University reserves the right to enter Resident's room to assure proper maintenance and repair, to provide for the health and safety of the hall residents and guests, to investigate a possible violation of Community Standards or other University policy, or in the case of an emergency. Resident consents to the University's entry into Resident's room for such purposes. The Dean of Students or official staff acting in the Dean's absence will determine if reasonable cause exists to search a Resident's room. If reasonable cause is determined, the official will inform the Resident of the basis for the search and have the search conducted in the Resident's presence if at all possible. A student living in a residence hall or apartment is not immune from a legal search by law enforcement officers. All rooms may be checked for safety purposes and to secure each building prior to breaks.

17. DAMAGES AND COSTS

The Resident agrees to pay and be responsible for any damages, lost property, or necessary service costs caused by the Resident or the guests or permittees of the Resident to the University residence halls through accident, neglect or intent. When more than one Resident occupies the same room and responsibility for damage or loss in the room cannot be ascertained by the University, the cost of cleaning, repairs or replacements will be divided and assessed equally among the Residents of the room. No challenges concerning damage or cleaning charges to a Resident's student account shall be considered if received more than 90 days after the Resident's account has been billed.

18. ROOM ALTERATIONS

Residents are not permitted to paint, repair, or remodel any University room or common area in the residence halls without prior written approval from the Department of Residential Life. Installation of any unauthorized personal lock on any door or window is also prohibited and will be removed at the Resident's expense. The Resident agrees to return the residence hall room and its furnishings to the same condition that existed when the Resident initially occupied the room.

Upon expiration or earlier termination of this Agreement, the University may require the Resident, at the Resident's expense, to remove any or all improvements, alterations, or decorations made by the Resident to the Resident's residence hall or assigned room. The Resident may also be required to

make whole or reimburse the University for repairing or making whole any damage of any sort resulting from such improvements, alterations or decorations by the Resident.

19. DAMAGE AND CLEANING DEPOSIT

The \$100 Damage and Cleaning Deposit will serve as a combination damage, cleaning, and room checkout deposit. The deposit is held as long as the Resident remains on the list for assignment or lives in a University residence hall.

This deposit will cover the cost of any damage (except for normal wear and tear) that occurs prior to the Resident's official checkout. This deposit will also cover the cost of any cleaning required to restore the Resident's room to the condition which existed at the time of the Resident's check-in. In cases where damage or cleaning costs exceed the deposit, the Resident will be billed for the additional amount.

A refund of the deposit, less any housing charges and pending official checkout from the hall, will be made when the Resident has met all of the terms and conditions of this Agreement and the Resident does not wish to apply for housing for the next academic year. This balance of the deposit should be refunded about six to eight weeks after the close of the Agreement term for occupancy.

20. ROOM DAMAGE/CLEANING

Communal and individual rooms in residence halls will be subject to periodic inspection for their cleanliness and for damages. Should there be damages or a problem with cleanliness, the Resident(s) of the room/ floor will be financially responsible for restoring rooms or common areas to acceptable standards. Repair work will be scheduled at the University's discretion and may occur while Residents occupy their rooms. Repair costs will be assessed and payable immediately. Charges not paid when assessed will be charged to the Resident's student account. Charges will be assessed per determination of a Resident's responsibility or to all assigned roommates if responsibility is coequal or determination of responsibility cannot be individually assigned. Charges for communal area damage will be assigned per determination of individual responsibility or to all Residents if responsibility is coequal or determination of responsibility cannot be individually assigned.

Cleanliness is defined as a reasonable person's expectation of healthy order in an ordinary living environment. Damage is defined as destruction of permanent fixtures, structure configuration, violation of original surface area finish or destruction of University furniture.

21. OVERNIGHT GUESTS

Guests are permitted for two consecutive nights without charge if the Community Director grants permission, the roommate(s) agree to the visitation, and the guests are of the same gender as the Residents assigned to the room. After two days a charge of \$25 per night (subject to increase without notice) will occur to the Resident(s) responsible for the guests. All guests must depart after seven days unless serious cause prevents such departure and is approved by the Community Director of the living area. The Resident host is responsible for the guest's conduct and for making certain that the guest abides by the provisions and the regulations set forth herein and in the Community Standards, *Archways*, and other applicable University policies. No guests are permitted during vacation periods.

22. CONTRACT CHANGES

Amendments or exceptions may not be made to the terms and conditions of this Agreement without the prior written agreement of the Director of Housing or the Assistant Dean of Students for Residential Life.

23. WAIVER OF BREACHES

The failure of the University to exercise any right or remedy available to the University as a result of the Resident's breach of any of the terms or conditions of this Agreement shall not be deemed to be a waiver by the University of any such rights or remedies. No terms or conditions of the Agreement required to be performed by the Resident and no breach thereof shall be waived, altered, or modified except by an express, written instrument executed by the University. The receipt of payment by the University with the knowledge of the breach of any terms or conditions of this Agreement shall not be deemed a waiver of such breach.

The specified remedies to which the University may resort under the terms of this Agreement are cumulative and are not intended to be exclusive of any other remedies or means of redress to which the University may be lawfully entitled in case of any breach or threatened breach by the Resident of any provision of this Agreement.

The University of San Diego does not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, age, or disability in its policies and programs.

2009-2010 Semester Rates

Room Options:

Camino Hall / Founders Hall

Single *	\$5,355
Double	\$4,305
Triple/Quad	\$3,885

Maher Hall (Private baths)

Single *	\$5,355
Double *	\$4,620
Triple/Quad	\$4,305

Missions A

Single	\$4,935
Double	\$4,305
Double/Single (Super Single) *	\$5,250

Missions B

Single	\$4,830
Double	\$4,305
Double/Single (Super Single) *	\$5,250

All Campus Apartments

Single Unit*	\$6,090
Single Bedroom	\$5,355
Multiple Bedroom	\$4,305
Double/Single (Super Single)*	\$5,565

* Very limited and may not be available during the fall semester.

Torero Meal Plans:

Plan**	# of Meals	Dining Dollars	Campus Cash	Cost per Semester
Plus 135	135	\$955	\$25	\$1,996
Plus 120	120	\$862	\$25	\$1,796
Plus 105	105	\$670	\$25	\$1,496
<i>Additional plan options for non-freshmen:</i>				
Plus 75	75	\$518	\$25	\$1,123
Plus 50	50	\$335	\$25	\$748.50
Plus 25	25	\$235	\$25	\$460
Plan 25	25	N/A	N/A	\$200

** Meal Plans (www.sandiego.edu/dining)

- All students are given the option of the Plus 135, Plus 120 and Plus 105 meal plan.
- Freshmen residents must have one of the following plans: Plus 105, Plus 120 or Plus 135.
- Freshmen residents may not decrease or cancel their meal plans.
- Upperclassmen have the first five class days of each semester to decrease or cancel their meal plans.
- Students may increase their meal plans at any time.
- Failure to specify a meal plan choice will be indication of /acceptance of the Plus 105.
- For complete policies refer to your housing and dining contract.