



2007-08 Housing and Dining Services Contract

Terms and Conditions

Department of Residential Life

Introduction

The purpose of this document is to establish the terms and conditions of occupancy in University Residence Halls and participation in a University Dining Services meal plan when so indicated. Please read all provisions of this document carefully before completing the enclosed Contract Acceptance Form. By accepting the Contract or occupying the housing facilities, the resident agrees to all terms and conditions written here and duplicated in the Undergraduate Student Handbook, Archways. This document plus the accompanying Contract Acceptance Form and Housing and Dining Services Application together constitute an offer by the University of San Diego, hereinafter referred to as the University, to contract with the student indicated on the Contract Acceptance Form, hereinafter referred to as the Resident, for housing facilities and dining services as specified by these three documents.

The signed, completed Contract Acceptance Form, along with a \$250 NON-REFUNDABLE Room Prepayment that must be on file for each Resident, establishes a binding contract (the "Contract") between the Resident and the University of San Diego. NOTE FOR NEW STUDENT RESIDENTS: The \$250 Deposit made to the Admissions Office will serve as the Room Reservation Deposit.

1. Eligibility

Residents must be currently enrolled full-time students at the University of San Diego and making normal progress toward completion of a degree. All unmarried freshmen students under 21 years of age, not commuting from the home of their parent(s) or legal guardian, must live in University housing. Exceptions to these policies will be considered, but must be requested by letter 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 Contract by the University does not constitute a commitment of admission to the University.

2. Contract Period for Occupancy

The Contract is for the entire academic year which consists of Fall and Spring Semesters or, if entered into after the beginning of the academic year, for the remainder of the academic year. The contract period for occupancy in Camino and Founders Halls, Maher Hall, Missions A and B, San Antonio de Padua, Missions Apartments, and the Alcalá Vista are as follows:

Fall Semester

From: Noon on Monday, September 3, 2007, for all Residents.

To: Twenty-four hours after the Resident's last examination or noon on Saturday, December 22, 2007, whichever comes earlier.

Spring Semester

From: Noon on Friday, January 25, 2008, for all Residents.

To: Noon on the day following the last class prior to the Spring Break (Saturday, March 15, 2008).

From: Noon on the day prior to the first class day following the Spring Break (Monday, March 24, 2008).

To: Twenty-four hours after the Resident's last examination or noon on Wednesday, May 21, 2008, whichever comes earlier.

The contract period for all Graduate and Law residents living in the Presidio Terrace and Manchester Village provides for continuous occupancy from September 1, 2007 through May 31, 2008.

The contract period for all residents living in the University Terrace and Manchester Village Apartments provides for continuous occupancy from noon on Tuesday, September 3, 2007 through noon on Wednesday, May 21, 2008.

3. Pre-Contract Charge

Residence halls will be open prior to the Fall and Spring Semester opening dates to accommodate those residents participating in New Student Orientation. This option is restricted to new students and orientation workers authorized by the Office 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 Office of Residential Life to move into the residence halls prior to the stated occupancy period will be subject to a \$45.00 per night (room only) charge billed directly to the Resident's University account.

4. Dining Services

Meal Plan Terms

- I. All students are given the option of the Encore 200, 150 or 100 Meal Plan.
- II. Non-freshman students living in an apartment may also choose the Encore 75, or no (0) Meal Plan.
- III. Residents must designate the plan of their choice when completing the housing contract.
 - a. All freshmen must have a Meal Plan.
 - b. Any resident who selects the (0) Meal Plan and is a freshman, or is not assigned to an apartment, will be assigned, and required to purchase, the Encore 100 Plan.
 - c. Failure to specify a Meal Plan choice will be indication of acceptance of the Encore 100 Plan.
- IV. Meals will be available only when USD is in regular undergraduate session:
 - a. The first meal of each semester will begin with dinner the night before the first day of classes.
 - b. The last meal of the semester is on the last weekday of exams.
 - c. Meals do not carry over into intersession, or semester to semester.
 - d. No meals will be offered during Thanksgiving, Christmas, spring or Easter breaks. When spring break precedes Easter vacation, meals will begin with dinner on the Monday immediately following Easter Sunday.
- V. The last day to change or cancel your Meal Plan is the fifteenth class day of the semester. Before the first day of classes, residents would initiate Meal Plan changes at the Office of Residential Life, Mission Crossroads. After classes begin, all changes would be made at the Campus Card office in the Bookstore, Loma Hall.
 - a. If you run out of meals you may purchase Campus Cash (at the Campus Card Web site, or office) anytime through the end of the academic school year in May.

Student ID/Meal Plan Card

- I. Your USD Student ID Card will be activated with your Meal Plan information and will serve as your Meal Plan Card.
 - a. The Meal Plan is for the exclusive use of the cardholder.
 - b. It may not be resold, assigned, transferred, or used by anyone else under any condition. Use by anyone else may result in a fine.
- II. You must present your ID card, and have it swiped, every time you

use the dining facilities; including entrance into the Main Dining room during regularly scheduled meals.

a. Without your card you must pay cash. If you forget your card, you may purchase a meal with cash at the guest meal rate in the Main Dining Room.

b. Refunds are only applicable for a meal purchased in the Mai Dining Room. Get a receipt at the time of purchase. Bring the receipt and your ID card to the Main Dining cashier for a refund.

III. For your protection, if you lose your ID card you must report it within 24 hours to Campus Card Services. You may report this on the Campus Card Web site, by phone (619) 260-5999, or in person at the Campus Card office. If you do not report the loss of your 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

I. The following Dining Services policies correspond with the University of San Diego Student Code of Conduct. Any violations will result in appropriate disciplinary action:

a. Transfer of a meal card.

b. Use of a meal card other than one's own.

c. Theft of food, utensils, supplies or any other dining items.

d. Theft in any dining area is a direct violation of the Student Code of Conduct and grounds for immediate disciplinary action and the loss of one's dining privileges.

e. Food is not allowed out of the Main Dining Room. (Main Dining is an all-you-care-to-eat facility where you may enjoy your meals within the dining room only.)

f. Attempting to enter dining facilities other than at designated points.

g. Throwing of any object within a dining location.

5. Resident Rules and Regulations

The Resident agrees to abide by all state and federal laws and to observe all rules and regulations of the Department of Residential Life stated on the enclosed Community Standards sheet and in the 2007-2008 Undergraduate Student Handbook (Archways) which are by reference a part of the terms and conditions of the Contract. The Resident further agrees to honor all the terms and conditions stated in this document

6. Assignments Policy

The University will not discriminate in room or hall assignments on the basis of race, sex, color, religion, age, national origin, ancestry, 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 contract.

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.

THE OFFICE OF RESIDENTIAL LIFE WILL ATTEMPT TO MAIL FALL SEMESTER ROOM ASSIGNMENTS AND ROOMMATE INFORMATION TO ALL NEW RESIDENTS IN EARLY AUGUST. Failure to receive an assignment by mail does not cancel the Contract. Residents who do not receive assignments before leaving for the University should check with the Office of Residential Life upon arrival at the University. Unless written notification of late arrival has been received by the Office of Residential Life, room assignments will be cancelled at 9:00 am on the first day of classes if check-ins have not been completed by then. Reassignment will be made upon arrival, as required. However, cancellation of a room assignment does not in any way affect a Resident's contractual obligation.

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 Housing and Dining Services Application. Please remember that room-

mate choice has the highest priority when making room assignments and that every effort 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 contracts are submitted early.

8. Room Changes

Requests for room changes are initiated by completing a request form obtained at the Office of Residential Life. Residents may change rooms after receiving written authorization from the Residential life staff and written approval of the Resident 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 Inspection/Damage Sheet for both the new assignment and the room previously occupied.

9. Rates and Payment

The 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 CONTRACT. If room occupancy (i.e. number of residents in a room) changes after billings have been made and before the first day of classes, then a subsequent billing adjustment will also be made.

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

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 the Contract may result in the denial of meals, eviction 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.

Room type (i.e. occupancy) and the applicable room rate is determined by the actual number of Residents in a room on the first class day of each Semester (i.e. Fall and Spring). If a vacancy occurs in a room during the semester, the remaining Resident(s) will be offered three options: 1) Keep the room at the lower occupancy level (if space is available) 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. If a vacancy occurs prior to the start of either semester, the Resident(s) will be required to pay the higher applicable rate, select a new roommate(s) or request a room change to another room where a vacancy exists. No furniture may be moved out of the room without written approval from the Housing Facilities Coordinator.

This Housing and Dining Services Contract shall be considered in effect upon receipt and acceptance of the completed, signed Contract Acceptance Form and the \$250 NON-REFUNDABLE Room Prepayment by the University. Residents who enter into a contract with the University for housing and dining services after the first week of the contract period for occupancy of either semester will be charged a prorated semester room and board rate.

10. Termination or Cancellation of Contract By the Resident:

- I. If written notice of cancellation is received by the Office of Residential Life prior to the beginning of the contract period for occupancy, the contract will be cancelled, subject to Refund and Forfeiture Policies as set forth below.
- II. After the contract period for occupancy begins, the Resident may apply in writing to the Office of Residential Life for contract termination under the following circumstances:
 - a. Loss of student status, withdrawal from the University, or failure to attend.
 - b. Assignment to a University-sponsored internship, research, or other University program which requires living away from San Diego.
 - c. Completion of graduation requirements during the term of the contract.
 - d. Marriage. (Presentation of proof of marriage is required.)
 - e. Unforeseen and compelling circumstances which, in the judgment of the Director of Housing, entitles the Resident to special consideration. Contract cancellations are never automatic and must receive approval prior to a Resident making any plans to move off campus.

By the University:

- I. The University may terminate or temporarily suspend this contract without notice in the event of a situation which would make continued operation of student housing or dining services infeasible.
- II. The University may terminate or cancel this contract if the Resident fails to meet the full terms and conditions stated herein, or for violation of University and/or residence hall regulations as stated in the Archways or the Community Standards, which are made a part of the Contract by reference. In the event the Contract 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 Contract if the surrender were to take place at the completion of the contract term.
- III. No termination of the Contract in accordance with provisions "I." and "II." of this section shall relieve the Resident of his/her liabilities and obligations (including financial) under the Contract.

11. Contract Assignment

The Contract cannot be transferred, assigned or sublet by the Resident to another party.

12. Refund and Forfeiture Policies

The Contract can be terminated as noted above by submitting written notification to the Office of Residential Life. The \$250 Room Prepayment becomes immediately non-refundable for all Fall Semester residents regardless of the reason for cancellation. Cancellations become effective as of the date written notification is received by the Office of Residential Life or the U.S. Post Office postmark date. Residents who cancel after July 31, 2007 shall forfeit the full \$250 Room Prepayment plus 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 - 31	\$250.00	\$500.00
After August 31, 2007	\$460.00	\$710.00

The full \$250 Room Prepayment shall be nonrefundable for all new spring semester residents who submit contract cancellations regardless of when the deposit was made.

After the Spring Semester contract period for occupancy begins, termination of the Contract by a new spring Resident who is officially enrolled at the University but who fails to occupy his/her assigned room shall result in the assessment of \$1 per day as damages for the duration of the contract period (a total forfeiture of approximately \$355 for new Spring Semester residents). Subsequent to occupancy (or the encoding of Onity access privileges), a Resident shall be required to fulfill all financial

obligations of this contract for the entire contract period.

New Residents will receive a full refund of their deposit for Fall Semester if the Admissions Office receives written notification of cancellation by April 30. Any new Resident who submits a written cancellation notice received between May 1 and July 31 will be refunded \$100 from the total \$250 deposit. No refunds will be issued to new Residents who cancel after July 31.

Continuing Residents may terminate the Spring Semester portion of their academic year contract without paying a cancellation fee if their termination requests are granted under Section 10 b (1-4) of these terms and conditions and if their written requests are received by December 31. Any request for termination that is granted under Section 10 b (1-4) when the written request is received after December 31 will result in a minimum charge of \$250.00.

Any continuing Resident who submits a written request for contract cancellation by December 31 and who receives approval from the Director of Housing under Section 10 b (5) shall be assessed a cancellation fee up to \$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 up to \$2,000. A resident who receives approval to cancel the Spring Semester portion of his/her academic year contract must complete all check-out procedures by the last day of Fall Semester occupancy. Any Resident not fulfilling this agreement may be assessed additional daily fees.

For the first eight weeks of the contract period 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 a semester. All Residents officially withdrawing from the University subsequent to the first day of the contract period for occupancy shall forfeit an amount equal to the \$250 Room Prepayment (for fall semester withdrawals, the \$460 additional charge noted above will also apply). 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 withdrawal notice, removes all personal belongings, checks out of his/her room, has the Onity room access privileges deleted from his/her ID card, and surrenders his/her meal plan.

13. Liability

The University shall not be liable directly or indirectly for loss 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 period of the contract. 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). 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 Check-Out

Upon moving into his/her assigned room, the Resident will complete, sign, and turn in to his/her Resident Assistant the Room Inspection/Damage Sheet. This Room Inspection/Damage Sheet 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 turn in their form are liable for all damages or loss. The Resident agrees to follow established check-out procedures as outlined in the Archways 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/her ID card.

The Resident will vacate his/her room within twenty-four (24) hours after termination of this agreement, loss of student status, after the Resident's last final examination of the semester, or according to the schedule of occupancy, whichever occurs earliest. The room must be left clean and orderly and all check-out procedures must be followed. Failure to follow established check-out procedures may result in forfeiture of the Damage and Cleaning Deposit.

15. Vacation Periods

THE RESIDENCE HALLS ARE CLOSED DURING VACATION PERIODS (e.g. Christmas vacation, 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.

Arrangements for hardship housing during these periods must be made by contacting the Office 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 \$45 per night will be made for housing (i.e. room only) during these times. Prices are subject to increase.

16. Room Inspection, Entry, and Search

The University reserves the right to enter a Resident's room to assure proper maintenance and repair, to provide for the health and safety of the hall Residents, to investigate a possible violation of Community Standards, and in the case of an emergency. The Dean of Students or official staff acting in his/her absence will determine if reasonable cause exists to search a Resident's room. If probable 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 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 damage or loss will be divided and assessed equally among the Residents of the room. No challenges concerning charges to a Resident's Damage and Cleaning Deposit 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 student room or common area in the residence halls without prior written approval from the Office 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 was existent upon initial occupancy.

Therefore, 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 repair or 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 check-out 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) which occurs prior to the Resident's official check-out. 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 check-out from the hall, will be made when the Resident has met all of the terms and conditions of this contract and he/she 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 contract period.

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 Residence Hall Staff is informed, the roommate(s) agree to the visitation and they are of the same gender as the Residents assigned to the room. After two days a charge of \$25.00 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 Resident 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 Archways. No guests are permitted during vacation periods.

22. Contract Changes

Amendments or exceptions may not be made in the terms and conditions of this contract without the prior written agreement of the Director of Housing.

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 the Contract shall not be deemed to be a waiver by the University of any such rights or remedies. No terms or conditions of the Contract 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 the Contract 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 the Contract.