

2020-2021 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 online 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 and submits an online campus housing application. **By submitting a completed campus housing application, Resident agrees that if Resident cancels the 2020-21 Campus Housing and Dining Services Agreement, at any time and for any reason, Resident will be responsible for a \$250 cancellation fee that will be posted to Resident’s student account.** [Please refer to Clause 12 “Refund and Forfeitures Policies” of the 2020-2021 Housing and Dining Services Agreement for applicable dates of additional late cancellation fees.] NOTE FOR NEW UNDERGRADUATE STUDENT RESIDENTS: The \$500 Resident Enrollment Deposit made to the Admissions Office will serve as the Room Prepayment. The \$200 Resident portion of the New Student Resident Enrollment Deposit will be fully forfeited if the New Student Resident cancels the agreement for any reason at any time.

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 students with credits defining them as either a first-year or second-year student who are under 20 years of age at the initial start date of their first agreement period of occupancy at the University and who do not commute from the permanent (i.e. primary and not a secondary) San Diego County home of their parent(s) or court appointed legal guardian are required to live in University housing. A Resident who becomes 20 years of age following the Resident’s initial matriculation at the University will still be subject to and required to fulfill the two-year residency requirement. 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 2020-21 academic calendar has been updated for the fall semester. The University reserves the right to adjust the dates of the agreement period for occupancy after the fall semester concludes on Saturday, November 21, due to adjustments to guidelines and recommendations from the state of California and county of San Diego regarding COVID19.

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 Winter/Christmas Break, Intersession or Spring Break.

The term of this Agreement for occupancy in **Camino and Founders Halls, Maher Hall, Valley A and B, San Buenaventura, the Alcalá Vista Apartments, plus any freshman Resident assigned to a residential area designated as “continuous occupancy”** is as follows:

Fall Semester

From: **10 am on Saturday, August 15, 2020**, for all Residents.

To: Twenty-four hours after the Resident’s last examination **or noon on Saturday, November 21, 2020, whichever comes earlier.**

Spring Semester

From: **10 am on Sunday, January 24, 2021**, for all Residents.

To: Noon on the day following the last class prior to the Spring Break (**Saturday, March 27, 2021**).

From: 10 am on the day prior to the first class day following the Spring Break (**Sunday, April 4, 2021**).

To: Twenty-four hours after the Resident’s last examination **or noon on Thursday, May 20, 2021, whichever comes earlier.**

The term of this Agreement for **graduate student** Residents living in **Presidio Terrace, San Antonio de Padua and Manchester Village** provides for continuous occupancy from **10 am on Saturday, August 15, 2020 at 10:00 a.m. through Thursday, May 20, 2021 at noon.**

The term of this Agreement for **law student** Residents living in **Presidio Terrace, San Antonio de Padua and Manchester Village** provides for continuous occupancy from 10 am on **Saturday, August 15, 2020 at 10:00 a.m. through Sunday, May 16, 2021 at noon.**

The term of this Agreement for **all upper-class undergraduate** Residents living in the **San Antonio de Padua, University Terrace Apartments, Presidio Terrace Apartments and Manchester Village** provides for continuous occupancy from 10 am on **10 am on Saturday, August 15, 2020 at 10:00 a.m. through Thursday, May 20, 2021 at noon.**

Continuous occupancy (including Christmas/Winter Break and Intersession) is available at no additional expense only for those non-freshman Residents in the San Antonio de Padua, Presidio Terrace Apartments, University Terrace Apartments, and Manchester Village who fulfill the full 2020-2021 academic year Agreement. Any Resident who does not fulfill the full 2020-2021 academic year Agreement shall pay the applicable room fees established for those periods (i.e. Christmas/Winter Break and Intersession) assessed to Residents in non-continuous occupancy campus housing buildings. Standard applicable room fees will also apply to any freshman Resident assigned to continuous occupancy campus housing and requesting to reside on campus during Christmas/Winter Break and Intersession.

3. CHARGES FOR USE PRIOR TO AGREEMENT TERM

Residence halls will be open prior to the fall and spring semester Agreement period for occupancy dates to accommodate those Residents who participate in new student orientation in an official capacity. 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.

Early arrival and/or late stay requests are unlikely to be accommodated and must be requested in writing at least five University business days in advance of the day when the early arrival or late stay begins. The Department of Residential Life reserves the right to refuse these requests if the University determines that the requests cannot be accommodated for any reason. Any Resident (other than Residents authorized to participate in new student orientation) who submits a request at least five business days in advance and who is granted permission by the Department of Residential Life to move into the residence halls prior to the stated occupancy period or remain in the residence halls after the stated occupancy period will be subject to a \$65 per night (room only) fee billed directly to the Resident's University account.

Any Resident who allows anyone else access to the room/apartment/building for the purpose of moving in belongings or staying overnight without the express written consent of the Department of Residential Life is in violation of Residential Life policy and may be referred to the Office of Ethical Development and Restorative Practices.

4. DINING SERVICES

Meal Plan and applicable Dining Services policies are as stated herein. Any questions regarding Resident's Meal Plan or Torero ID Card should be directed to Campus Card Services (619) 260-5999.

A. Selecting a Meal Plan

- i. Carefully review the complete Meal Plan policies and conditions before selecting a plan. Complete information is available on the [Dining Services website](#) via the Meal Plan page.
- ii. Resident will select the plan of their choice online via the [MySanDiego portal](#) within the New Student, or My Torero Services, tab.
 - a. All Residents must have their official USD Torero ID number to select a Meal Plan.
 1. For **fall 2020** entrance, Resident should purchase a plan on or before July 1, 2020.
 2. If a student submits an application to become a Resident after July 1 then the Resident must purchase a Meal Plan before the first day of classes for the fall 2020 semester.
 3. If Resident's first semester on campus is **spring 2021**, Resident must purchase a plan by the first day of classes of the spring 2021 semester.
- iii. Based on your housing and/or unit status you may be required to purchase a Meal Plan.
 - a. If a student is required to have a plan but does not select one by July 1, 2020, the minimum required plan will be automatically assigned to student's account.
 - b. Required plans may not be reduced or canceled at any time.
- iv. Once a Meal Plan is purchased/assigned for the year that will be your plan for the fall and spring semesters. Resident will be automatically assigned the same Meal Plan that student has in the fall for the spring semester.

B. Schedule

- i. Meal Plans will be available when USD is in regular session for the fall and spring Semesters. ***All Spring 2021 dates are subject to change based on revisions to the USD Academic Calendar.**
 - a. Undergraduate and graduate students: the **first** Meal Plan meal of each semester, and following vacation breaks, will begin with dinner the night before the first day of undergraduate classes (8/16/20 dinner/fall; 1/24/21* dinner/spring).
 - b. Law School students may begin using their Meal Plan on the first day of Law School classes (8/17/20 fall; 1/11/21* spring).

- c. For all Meal Plan holders, the **last** meal of each semester will be dinner on the last day of undergraduate exams (11/20/20 fall; 5/19/21* spring).

C. Additional Terms

- i. Meals do not carry over into intersession, and do not carry over from semester to semester. Meals **do** roll over from week to week within the semester.
- ii. No meals will be offered during Thanksgiving, Christmas, intersession, Easter and/or spring vacation breaks. All campus dining locations are closed during Thanksgiving, Christmas and Easter breaks. Limited dining options are available during intersession and spring break.
- iii. Dining Dollars do roll over from fall to spring semester; but will expire at the end of the spring semester on the last day of undergraduate exams (5/19/21*).
 - a. Any fall semester Dining Dollars that were carried over to the spring semester are forfeited and non-refundable if you cancel your spring Meal Plan.
 - b. Dining Dollars are not refundable.
- iv. At the end of the fall semester all fall Meal Plan accounts are closed. All spring plans are closed at the end of the spring semester.

D. Changes and Cancellations

- i. Student may increase their Meal Plan at any time throughout each semester. Students may purchase an additional plan once their meals from their current Meal Plan are depleted. Dining Dollars are available for purchase at any time.
- ii. If student's housing and/or unit status should change by the tenth class day of the semester, student's Meal Plan requirement may also change.
- iii. If Resident is required to have a Meal Plan the plan may not be reduced or canceled at any time.
 - a. If Resident does not choose a plan online by July 1, 2020, Resident will be automatically assigned and obligated to pay for a required plan. ^{[[]]}_[SEP]
- iv. If Resident is not required to have a Meal Plan, but elects to purchase one, the following terms apply:
 - a. The last day to reduce or cancel a Meal Plan is the tenth class day of the undergraduate semester (fall 8/28/20; spring 2/5/21*). There will be no Meal Plan refunds or deductions in the plan after the above dates.
 - b. If you wish to cancel your plan (during the first ten class days of the semester) and you have not used any of your Meal Plan you will receive a 100% refund if you cancel by the deadline.
 - c. If you have used some of your plan (i.e. you have used any meals or any Dining Dollars), you will receive a partial refund for the meals and/or Dining Dollars not used or spent.
 - d. The Meal Plan you have at the end of the fall semester will be automatically assigned to you for the spring semester. If you decide to change or cancel your

Voluntary plan, you must make that change via the MySanDiego portal meal plan channel.

- v. Any fall semester Dining Dollars that were rolled over to the spring semester are forfeited and non-refundable if you cancel your spring Meal Plan.

E. Dining Services Policies

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 are warranted, 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.

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

- i. 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.
 - a. The Meal Plan is for the exclusive use of the cardholder.
 - b. Resident shall not use any other person's Torero ID (meal) card or virtual ID.
 - c. You must present your official, valid, Torero ID (meal) card for each and every Meal Plan transaction.
- ii. Torero ID Card holder must report a lost ID card within 24 hours to Campus Card Services. You may do so online, by phone (619) 260-5999, or in person at the Campus Card office University Center 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.
- iii. Theft and vandalism in any dining area (of food, utensils, supplies or other university property) is strictly prohibited.
- iv. Attempting to enter or exit dining facilities other than at designated points is prohibited.
- v. Throwing of any object within a dining facility is prohibited.
- vi. Proper attire, including shoes and shirts, must always be worn in all dining locations.

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 *Student Code of Rights and Responsibilities* and the Department of Residential Life *Community Standards*.

The University of San Diego's mission statement affirms the institution's commitment to advancing academic excellence and creating a diverse and inclusive community. Existing USD policy affirms the institution's commitment to creating and maintaining an environment that is free of discrimination and harassment. In furtherance of the University's mission and policies, USD prohibits and does not tolerate acts of intolerance. Any incidents, including but not limited to room change requests, in which a hate crime or bias motivated behavior is suspected to have occurred will be reported to the Department of Public Safety for investigation. A student or group of students found to have violated such policies is subject to appropriate disciplinary action under the Student Code of Rights and Responsibilities. For more information, please see the Student Code of Rights and Responsibilities and/or the University's Acts of Intolerance Response Procedures that can be obtained through the Office of the Vice President for Student Affairs.

6. ASSIGNMENT POLICY

The University will attempt to honor requests from non-freshmen Residents for accommodations, **but accommodation preferences are not guaranteed.** 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 BY AUGUST 1 TO NEW RESIDENTS WHO HAVE SUBMITTED ALL REQUIRED APPLICATION MATERIALS AND PAYMENTS BY THE INITIAL CLOSURE DEADLINE OF THE ONLINE APPLICABLE CAMPUS HOUSING PORTAL. 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 is subject to being 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 for returning University Residents will be honored whenever possible. However, roommate requests must be mutual. [New freshmen will not have the opportunity to select roommate(s) prior to the start of the Agreement period for occupancy.] If a particular student

is preferred as a roommate by a returning Resident, then the Residents should confirm their preferred roommate's name on the Residential Life housing portal roommate selection option.

8. ROOM CHANGES

Requests for room changes are initiated by submitting a *Room Change Request E-Form* available on the Department of Residential Life website.

Fall Semester Room Changes: Room change requests will not be permitted during the first two weeks of the fall semester.

Spring Semester Room Changes: The deadline to submit a Room Change Request E-Form to change rooms in the spring semester is December 1. Room Change Request E-Forms received after December 1 for the spring semester may not be processed until after the first two weeks of the spring semester.

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 their authorized assignment and/or disciplinary action. Approved changes are reported to the appropriate Residential Life staff. 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 electronic *Room Condition Form* for the new assignment.

9. RATES AND PAYMENT

The campus housing rates are determined annually and are based upon combinations of the hall assignment and room occupancy. IF BILLINGS ARE MADE BEFORE ROOM ASSIGNMENTS ARE COMPLETED FOR NEW RESIDENTS, 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 at the time of submitting the online campus housing application, then the Resident must have their parent or legal guardian sign and complete the Parent Portal electronic agreement or *Agreement 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 Academic Course Catalog. 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.

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 for any reason 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 or super 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 after the first week of the agreement period for occupancy of either semester will be charged a prorated semester room rate. Subsequent to the start of the Agreement period for occupancy (or the encoding of key card access privileges, if earlier), a Resident who is enrolled at the University 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 period for occupancy or the delivery of an access key card, whichever occurs earlier, and the resident is not subject to the two-year residency requirement outlined in Section 1 (Eligibility), 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 period for occupancy begins or the delivery of an access key card whichever occurs earlier, the Resident must submit the applicable housing cancellation request e-form available on the Department of Residential Life website to request approval for a termination of this Agreement under the following circumstances:

(1) Loss of student status, taking a leave of absence, withdrawal from the University, or failure to attend.

- (2) Assignment to a University-sponsored study abroad, 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 (including personal and financial,) occurring after the start of the Agreement period of occupancy that, in the judgment of the Director of Administration or designee, entitles the Resident to special consideration. Roommate conflicts are not considered a strongly persuasive reason to cancel the Agreement since this can be addressed via mediation or a room change request.

A Resident with a documented disability can register with the Disability and Learning Difference Resource Center to determine eligibility for housing accommodations. Appropriate documentation from a licensed medical or mental health professional is required to engage in the interactive process of determining appropriate accommodations. When possible, the first priority will be to accommodate the Resident through available on-campus options before canceling the agreement.

A Resident may also choose to complete a Wellness Housing Request form if a Resident and an off-campus licensed medical or mental health professional believe a specific type of on-campus housing will benefit the overall success of the Resident living within the on-campus USD campus community. Reasonable requests will be supported as space allows. This form can be accessed by emailing wellness@sandiego.edu.

If the Resident's cancellation request is approved and if the Resident is eligible for a partial refund, any applicable partial refund would be based upon the checkout requirements being completed prior to the partial refund deadlines noted in Clause #12. The effective date for any housing refund will be the latest date of either semester when all those checkout requirements are completed.

Approval of a request for termination of this Agreement is not automatic. Submitting a *Housing Cancellation Request Form* does not guarantee an approved release from your Agreement or release you of your financial obligation. 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 *Student Code of Rights and Responsibilities* and/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 involve approval under Section 10b(5) of the Agreement.

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 their 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 (note that cancellations are not automatic after the Agreement period for occupancy begins or the delivery of an Onity access key card whichever occurs earlier), Resident shall be responsible for the fees provided for in this provision.

The full \$250 cancellation fee will be charged to the student account of any Resident who cancels the campus housing agreement regardless of the date or the reason for termination.

Cancellation by Fall Resident Requested before the Start of Fall Agreement and before encoding of Access Card:

Law student Residents begin their agreement period for occupancy on August 15, 2020. Therefore, law student Residents with Agreements initiated prior to the fall semester that cancel their enrollment or cancel the campus housing Agreement for any reason after May 31, 2020 but before the end of the fall semester shall be charged the full \$250 cancellation fee and also shall be subject to additional late cancellation fees as stated below:

Cancellations Received:	Additional Charge:	Total Charge:
June 1-30	\$100	\$350

July 1-31	\$300	\$550
August 1-15	\$500	\$750
August 15-October 1	\$700	\$950

After October 1, 2020 a law student Resident is responsible to pay the total fall semester room fee and not eligible for any partial refund.

Undergraduate and graduate student Residents with Agreements initiated prior to the fall semester that cancel their campus housing Agreement for any reason after May 31, 2020 but before the end of the fall semester shall be charged the full \$250 cancellation fee and shall also be subject to additional fees as stated below:

Cancellations Received:	Additional Charge:	Total Charge:
June 1-30	\$100	\$350
July 1-31	\$300	\$550
August 1-15	\$500	\$750
August 15-October 1	\$700	\$950

After October 1, 2020 an undergraduate or graduate Resident is responsible to pay the total fall semester room fee and is not eligible for any partial refund.

All new incoming University freshmen and transfer students should check with Admissions regarding any questions they may have regarding both deadline and refund policies associated with their enrollment deposits. The \$500 Resident Enrollment Deposit made to the Admissions Office will serve as the Room Prepayment. The \$200 Resident portion of the New Student Resident Enrollment Deposit will be fully forfeited if the New Student Resident cancels the agreement for any reason at any time. Resident that cancels their campus housing Agreement for any reason after July 31, 2020 but before the end of the fall semester shall forfeit the \$200 deposit and also shall be subject to additional fees as stated below:

Cancellations Received:	Additional Charge:	Total Charge:
August 1-31	\$100	\$300
August 31-October 1	\$300	\$500

Cancellation by Fall (continuing) Resident for Spring Semester:

Predetermined Cancellation - A continuing Resident may terminate the spring semester portion of their academic year Agreement without paying a cancellation fee if the Resident's termination request is approved by the University under Section 10b(1)-(4) of this Agreement, but only if the Resident's written request is received by the Department of Residential Life on or before November 21, 2020. If a Resident's written request is received by the Department of Residential Life after November 21 and the request is approved under Section 10b(1)-(4) of this Agreement, Resident will be assessed a minimum cancellation fee of \$250 plus additional daily prorated fee

based on the applicable occupancy room rate and the date when checkout requirements have been completed for each day subsequent to January 2, 2021.

To avoid additional late cancellation fees, Resident who is academically disqualified should provide written notification to the Department of Residential Life whether he or she will appeal that disqualification at least one month prior to the start of the applicable semester. Since many students appeal their academic disqualification, Residential Life does not want to cancel the Agreement (and therefore campus housing assignment) for a Resident on the academic disqualification list until a Resident has confirmed in writing that they will not be returning to the University.

Personal Cancellation - A fall semester Resident who submits a written request for cancellation of their academic year Agreement under Section 10b(5) via the *Housing Cancellation Request Form #2 (Personal)* e-form and who subsequently receives approval from the Director of Administration or designee under Section 10b(5) shall be assessed a spring semester cancellation fee plus daily prorated room fees if applicable as financial damages. The applicable spring semester cancellation fees will be determined by the following dates when the initial cancellation request was submitted in writing:

On or before November 1	\$1,000
November 2 through January 2	\$1,500
After January 2	\$2,000

Both Personal and Predetermined Cancellations - To avoid an additional daily prorated fee based on the applicable occupancy room rate and the date when checkout requirements have been completed, a Resident who receives approval to cancel the spring semester portion of their academic year Agreement must complete all checkout procedures by the last day of the fall semester Agreement period for occupancy (i.e. noon on Saturday, November 21, 2020). Any Resident who cancels the spring semester portion of their academic year Agreement and who does not complete all checkout procedures by the last day of the fall semester Agreement period for occupancy (i.e. noon on November 21, 2020) shall be assessed the \$250 cancellation fee and additional daily fees, beginning January 2, 2021. Therefore, to provide sufficient time for the cancellation process to be completed and a final decision to be rendered, cancellation requests should be submitted no later than November 16 to avoid the daily prorated fees assessed after January 2.

Cancellation (Predetermined or Personal) by New Spring Resident for Spring Semester:

Returning USD Student - For new spring semester Residents that are returning USD students, the full \$250 cancellation fee will be charged to the student account of any Resident who cancels the campus housing agreement regardless of the date or the reason for termination. Subsequent to the start of the Agreement period for occupancy (Sunday,

January 24, 2021) or the encoding of key card access privileges, if earlier, a new spring semester Resident who is enrolled at the University shall be required to fulfill all financial obligations of this Agreement for the entire Agreement term.

New Incoming University freshman or transfer student - **All new incoming University freshmen and transfer students** should check with Admissions regarding any questions they may have regarding both deadline and refund policies associated with their enrollment deposits. The \$500 Resident Enrollment Deposit made to the Admissions Office will serve as the Room Prepayment. The \$200 Resident portion of the New Student Resident Enrollment Deposit will be fully forfeited if the New Student Resident cancels the agreement for any reason at any time. After the spring semester Agreement term for occupancy begins, termination of the Agreement by a **new incoming spring Resident** shall result in the \$200 deposit forfeiture, plus assessment of an additional daily prorated fee based on the applicable occupancy room rate and the date when checkout requirements have been completed being posted to the Resident's student account.

After March 15, 2021, **Resident** is responsible to pay the total spring semester room fee and not eligible for any partial refund.

For any approved cancellation of the Agreement (applicable to all students) occurring prior to the partial refund deadlines noted above, the effective date for any housing refund will be the latest date of either semester when all the following requirements are completed: the Resident officially submits a University withdrawal notice or applicable *Housing Cancellation Request E-Form*, removes all personal belongings from the Resident's room, and has the room access privileges deleted from their ID card.

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, appliance malfunction, theft, or any other cause which occurs in its buildings or on its grounds prior to, during, or subsequent to the Agreement period 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.

Resident also agrees that the University shall not be liable for Resident's exposure to, or contraction of COVID19 (also known as the coronavirus) as a result of living on USD property.

The University encourages Resident to make his/her own informed decision regarding housing as it relates to exposure to COVID19.

14. CHECK-IN AND CHECKOUT

Upon moving into their assigned room, the Resident will complete, sign, and submit the electronic *Room Condition Form* to their 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 electronic room condition forms are liable for all damages or loss. The Resident agrees to follow established checkout procedures as outlined in the *Community Standards* and the *Student Code of Rights and Responsibilities* 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 their Torero ID card.

The Resident will vacate their 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 period 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 the San Antonio de Padua, Manchester Village, Presidio Terrace and University Terrace Apartments, THE RESIDENCE HALLS ARE CLOSED DURING VACATION PERIODS (i.e. Winter/Christmas and Intersession). All freshman Residents must vacate campus housing during vacation periods regardless of where they live unless the Resident receives written approval from the Department of Residential Life. 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 \$65 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. Resident agrees to keep the premises clean, in good order and condition, and free of trash, mold, mildew and unsightly material and to immediately notify University, in writing, of any damages to or defects or dangerous conditions in or about the premises, including but not limited to any plumbing stoppages, water leaks, water penetration, or water damage. The Resident agrees to pay and be responsible for any damages, repairs, lost property, or necessary service costs caused by the acts or omissions of Resident or the guests or permittees of the Resident, including but not limited to the misuse of equipment, plumbing stoppages, accidents, negligence, intentional conduct, or the failure to notify University in a timely fashion of damages/defects/dangerous conditions in or about the premises.

When more than one Resident occupies the same room and the University cannot ascertain responsibility for damage or loss in the room; 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 & CAMPUS 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.

To maintain the structural and visual integrity of housing facilities and to offer students a pleasant community environment, repair and/or construction projects may be pursued during the term of this agreement. Reasonable effort is made to minimize a negative impact on residents. Projects requiring entry into Resident's room will result in the university notifying affected Residents when time permits. Resident will be responsible for safeguarding their belongings. Removal of personal belongings may be necessary. Resident may be required to change spaces due to construction dislocation.

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 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 period for occupancy.

20. ROOM DAMAGE/CLEANING & PEST CONTROL

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.

In the event of a pest infestation, the university has contracted with a private vendor to exterminate pests with minimal pesticides. To request pest control service, the Resident must submit a request through the Housing Portal, and a pest control vendor will be scheduled by Housing staff. The residents will be given instructions on how to prepare the room or suite prior to the arrival of the vendor.

Failure to notify or take immediate action as directed by the university regarding maintenance and pest control hazards or deficiencies on university property will result in Resident being charged for damages, repairs, and services. Resident agrees to follow all university directives in order to eradicate pests. This may include room preparation, clothes laundering, and leaving Resident's bedspace for a period of time.

21. SURVEILLANCE

To ensure the safety and security of our residents, a number of residential areas are monitored by video surveillance which may include residential hallways, common areas, community spaces, and office areas. Residential Life reserves the right to use video surveillance to assist with promoting the safety and security of our residents. It is a violation of university policy to tamper with safety equipment, including security cameras.

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 Administration or the Dean of Students.

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.

24. MISCELLANEOUS

This Agreement contains the full and entire Agreement between and among the parties relating to the subject matter herein, and the terms of this Agreement are contractual and not a mere

recital. This Agreement may not be amended, except through a written statement signed by the student and an authorized representative of the University. If any provision of this Agreement, or part thereof, is held invalid, void or voidable as against public policy or otherwise, the invalidity shall not affect other provisions, or parts thereof, which may be given effect without the invalid provision or part. To this extent, the provisions, and parts thereof, of this Agreement are severable. **The laws of the State of California shall govern this Agreement, and the venue for any dispute arising out of or relating to this Agreement shall be San Diego, California.**

25. STATEMENT ON NONDISCRIMINATION

The University of San Diego is dedicated to advancing academic excellence and creating a diverse and inclusive community. As an institution with a Catholic identity, the University is committed to creating and maintaining an educational environment that recognizes the dignity of each university community member.

The University prohibits unlawful discrimination in its student-related programs and services, including but not limited to admissions, financial aid, academic programs, housing, athletics, and other extracurricular activities, based on a student's race, color, religion, national origin, sex, sexual orientation, gender identity, gender expression, marital status, pregnancy, age, physical disability, mental disability, or other characteristic protected by federal or state law. Reasonable accommodations will be made for qualified individuals with disabilities in all such programs and services, unless the accommodation would create an undue hardship for the university.