

# St. Thomas University Housing Contract

When this Housing Contract is signed and returned to the University, it establishes a legal, binding, **academic year-long** (both fall and spring semesters – with the exception of Winter Break and any portions of the academic year remaining at the time this Contract is signed) Contract between the Student, parent or guardian (if applicable), and St. Thomas University, acting for and on behalf of the Board of trustees of ST. Thomas University.

1) **ELIGIBILITY FOR RESIDENCE:** The resident must be an enrolled degree seeking Student at St. Thomas University to be eligible for University Housing. Students must also be registered for the current academic term prior to checking into University Housing.

2) **CONTRACT TERMS AND CONDITIONS:** This contract is for a space in the University Housing system and covers the entire academic year (both fall and spring semesters – with the exception of Winter Break and any portions of the academic year remaining at the time this Contract is signed). University Housing is closed between semesters and this period is not included in the terms of this Contract. Residence in University Housing includes **MANDATORY** participation in the University's dining program (consisting of 19 meals per week plus \$400 worth of cash power per academic year). This Contract is subject to early termination only for the specified conditions outlined (see Paragraph 18 and 19). The Student will be assessed all fees for the Contract term if the Student enrolls but does not occupy the assigned space and had not cancelled this Contract pursuant to Paragraph 18. The summer term is not included in the Contract.

3) **OCCUPANCY PERIOD:** The room rate covers the Student's residency from the time in which students are permitted to check in through 24 hours after the Student's last final exam of the academic year or noon on the day following their Commencement ceremony. The room rate does not cover the period between the fall and spring semesters as University Housing is **CLOSED** during the Winter Break. Room rates are adjusted if the room type changes due to consolidation or if the Student requests University Housing after the first two weeks of classes, based on a prorated schedule. University Housing considers the Student to be occupying the assigned accommodation when the Student signs for keys until the student completes the proper check out procedures, including the return of the room key to the Residence Life Office.

4) **HOUSING DURING ACADEMIC BREAKS:** University Housing is closed during the break period between the fall and spring semesters (Winter Break), between the spring and summer sessions, and between the summer and fall sessions of the STU Calendar. Residents are **NOT** required to remove their belongings during Winter Break as long as they are continuing their enrollment for the Spring Semester. Students are, however, required to remove their belongings during the time between the spring and fall sessions if they do not intend to enroll in classes and continue University Housing during the summer session.

5) **PAYMENT OF FEES:** The Student agrees to accept the assigned space in University Housing and pay housing fees, assessed to their Student account, according to the Business Office payment schedule. Students who receive financial aid are required to pay all housing cost not covered by their award (after tuition and fees are paid), prior to checking in to the assigned space. Financial aid may not be used to pay the housing deposit. Students with outstanding account balances will be administratively withdrawn from all registered courses and must vacate University Housing within 48 hours of written notice.

6) **CHECK IN:** The Student must pay a \$250 housing deposit to reserve a space in University Housing. The University will not be held responsible for Student belongings left in the room after the Student has left University Housing and reserves the right to take possession of and discard such belongings, change all applicable locks, and charge the Student for all necessary expenses.

7) **CHECK OUT:** The Student is eligible to remain in University Housing until 24 hours after the Student's last final exam at the close of each semester. This will not extend the Student's Contract Term beyond that set out on Paragraph 3, 4, and 5 above. The Student is to vacate the space within 48 hours after withdrawal or dismissal from the University, or disciplinary action, or any or all of the foregoing. The Student is expected to complete a proper checkout prior to leaving the assigned space. The Student must schedule the check out with the Residence Life staff; remove all personal belongings, trash and discarded materials, and leave the room at least as clean as it was upon arrival. The Student must complete and sign the Room Condition Report form and return all keys to the Office of Residence Life. When one occupant in a room moves out, while the other remains, each is equally and jointly responsible for their own check out process. If the space is found to be in an unacceptable condition, cleaning services will be provided and all residents will be held liable for cleaning charges (see Paragraph 15). If the Student is departing prior to the end of the Housing Contract, the Student will be assessed for the entire contract period. (see Paragraph 19).

8) **ASSIGNMENT:** St. Thomas University is an equal opportunity institution which assigns University Housing space to qualified enrolled, degree seeking Students without regard to race, color, religion, national origin, disability or age, as provide by law, and in accordance with the University's respect for personal dignity. The basic accommodation is a room by two/three Students of the same gender.

9) **ASSIGNMENT PROCEDURES AND PRIORITIES:** First priority goes to current Resident Students who participate in the process known as the "Housing Lottery" held in the spring of the preceding academic year. The University will attempt to honor roommate requests when all Students involved have indicated each other as roommates. All other potential residents who are admitted to STU as degree seeking Students will be assigned according to the date on which the completed Housing Application and \$250 housing deposit are received by the Office of Residence Life.

10) **USE OF ASSIGNED SPACE:** Occupancy of space is permitted only by the Student to whom the space is assigned. Space may not be sublet to another person(s). The Student may not share assigned space with any other individual(s) not officially assigned by the Chief Housing Officer (CHO), or an authorized designee of the CHO. The Student may not refuse or prevent another assigned Student from residing in a shared space. If the Student refuses or prevents a new occupant from residing in a shared space, judicial action (including eviction), single room rental fees, or both, may be imposed on the Student. (See paragraph 13). Same gender guest(s) may not be accommodated in University Housing for more than 3 days each semester, and hosts must have the consent of all roommates that have double occupancy or triple occupancy. Opposite gender guest(s) may not be accommodated in University Housing. See the Student Handbook for specific guest policy information.

11) **CHANGE IN ASSIGNMENTS:** Room changes may only be made after receiving written approval from the Chief Housing Officer (CHO), or an authorized designee of the CHO. Failure to follow established room change procedures will constitute a breach of this Contract and may be grounds for its cancellation, charges for occupying a second room, judicial action or any of the foregoing. The University reserves the right to reassign a resident due to unforeseen events, including, but not limited to, enrollment fluctuations, facility problems, or staff changes.

12) **CONSOLIDATION:** Is defined as the moving together of residents who are paying for a double or triple occupancy, but for some reason are in a room by themselves. University Housing requires that two students occupy double rooms and three students occupy triple rooms. If one of the occupants does not check in, or moves out, the remaining residents may be offered three choices, at the options of the University: (see also Paragraph 11)

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- A. Accept an assigned roommate(s) – either at that time of the vacancy, or at a later date. If option A is chosen, the Student must be willing to accept any roommate, at any time during the Contract year, keeping half/two-thirds of the room clear at all times.
- B. Move to another double or triple room.
- C. Pay the difference in order to keep a double or triple room as a single room, assuming space needs allow this option.

13) **BEHAVIOR AND CONDUCT:** The Student is responsible for knowing and abiding by the University regulations and procedures as set forth in the Student Handbook as well as in other official University publications, and all applicable federal, state and local rules and laws. The University reserves the right to make other rules and regulations as in its judgment may be necessary for the safety, care, cleanliness of the premises, and for the preservation of order. The Student agrees to abide by all additional rules and regulations adopted.

14) **CARE OF FACILITIES:** The Student is responsible for care of rooms, furnishings, and equipment in Residence Halls. The Student is responsible for keeping the assigned room in a clean sanitary manner. The University provides supplemental custodial service for the bathroom facilities. The Student agrees to cooperate with roommates in the common protection of property. The Student also agrees to refrain from modifying the space in any way and promptly pay all assessed charges for damages, special cleaning, or maintenance resulting from misuse or modification of the facility. The Student is jointly liable with roommate for assessed charges in the room or common area or the University Housing facility, unless the responsible individual is identified.

15) **REPAIRS AND MAINTENANCE:** The University reserves the right to have authorized University staff or state designees enter any room at reasonable times to inspect, maintain, and repair the premises and furnishings. Students are expected to promptly report damages and necessary repairs in accordance with established and published procedures.

16) **KEYS AND SECURITY:** The Student agrees not to duplicate any keys assigned, or to transfer their use to another person, and will be subject to judicial action if it occurs. If keys are not returned at check out, or if keys are lost or stolen, the Student agrees to pay for all lock changes and key replacements. The Student is responsible for securing the assigned unit at all times and taking such precautions as is necessary for personal and property protection.

17) **LIMITATION OF UNIVERSITY LIABILITY:** The University is **NOT** liable for damage to or loss of personal property, or failure or interruption of utilities. Students are encouraged to review family homeowner's insurance policy or carry personal renter's insurance.

18) **CONTRACT CANCELLATION:** At a minimum, this Contract is enforced as long as the Student is officially enrolled during the academic year, as outlined in Paragraph 2, and as long as the Student remains in good standing in terms of behavior and conduct. The Student may request a cancellation of the Contract by submitting a written request, along with documentation, to the Chief Housing Officer (CHO), or an authorized designee of the CHO:

- A. If the Student is denied admission to the University, there shall be no cancellation fee and a full refund of any payments will be made.
- B. If the Student does not check in to the assigned space, and is not a registered Student of St. Thomas University, by the first day of classes for the Fall semester (or the first day of classes for the spring semester for new spring only residents) there shall be no cancellation fee and a full refund of any payments will be made.
- C. The fall term residents who will be away from campus for the spring term for University sponsored programs may request a cancellation of the Contract, without incurring the cancellation fee,

prior to December 1<sup>st</sup>, by providing documentation. After December 1<sup>st</sup>, the \$500 cancellation fee will not be waived.

- D. The fall residents who will graduate in December may request a cancellation of the Contract, without incurring the cancellation fee, prior to December 1<sup>st</sup>. After December 1<sup>st</sup>, the \$500 cancellation fee will not be waived.
- E. The Housing Contract of the Student who is suspended or dismissed from the University for the fall semester for academic reasons will be cancelled. If Student checkout and removal of all personal belongings occurs prior to the end of the fall semester, no charges will be applied. After the end of the fall semester, the \$500 cancellation fee plus a prorated daily housing charge will be assessed until the official date of checkout.
- F. Students suspended or dismissed from the University for behavioral misconduct are responsible for the full contract period.
- G. The Student who withdraws from classes during either the fall or spring terms is required to leave University Housing within 48 hours of the withdrawal, otherwise the Student will be assessed the \$500 cancellation fee plus a prorated daily housing charge.

19) **CONTRACT MODIFICATION OR TERMINATION:** This Contract may be modified or terminated at the discretion of the Chief Housing Officer (CHO), or an authorized designee of the CHO. Reasons for modification or termination include, but are not limited to: failure of the undersigned to comply with the terms of this Contract; the Student engages in actions or activities detrimental to the health, safety, welfare, or security of self or other residents; or the Student engages in conduct that is disruptive of the University Housing community. When a student's Housing Contract is terminated for behavioral misconduct the student is financially responsible for the entire contract period.

20) It is a requirement of Florida law that Students residing in on-campus housing must provide documentation of vaccinations against meningococcal meningitis and Hepatitis B, unless the Student has signed a waiver declining each of these vaccinations. The Student must acknowledge receipt and review of the University-provided information concerning meningococcal meningitis and Hepatitis B. If the Student is a minor, the minors' parent or legal guardian must sign the waiver. A copy of the immunization form can be obtained at the Nurse's office and must be returned to the Nurse's office. By signing below, the Student, or the Student's parent or legal guardian (if the Student is a minor), certifies that the Student has complied with this requirement of law. If the Student fails to comply with this requirement of law, it is grounds for termination of the housing Contract by St. Thomas University.

21) Students will receive written notification of any fines assessed by the Office of Residence Life as a result of disciplinary action, key replacement or restitution. Such fines should be made payable by cash or check (made payable to St. Thomas University) directly to the Residence Life Office within the time frame stated in said notification.