



UNIVERSITY HOUSING & MEAL PLAN CONTRACT
UNIVERSITY OF SOUTH CAROLINA AIKEN
ACADEMIC YEAR 2010-2011



This contract is an agreement between the University and the individual student. It is for the period of time specified in Section 1 and entitles the student to the use of University Housing accommodations only in the manner set forth in this document, in the Student Code of Conduct, and in the University Housing Community Guide. **This contract may be terminated only under the conditions specified in this document. The contract you are about to sign is a legally binding contract for BOTH the fall 2010 semester and the spring 2011 semester.** Residents (parents and/or guardians) are urged to read this contract carefully and in its entirety. When this contract is completed and returned to the Department of University Housing and Judicial Affairs, it becomes a binding contract between the resident (his or her parent or guardian if the resident is under 18 years of age) and the University.

_____ Resident's Name (please print)	_____ Resident's Social Security Number	
The resident (and the parent or guardian, if required) has read and accepted every provision of the agreement.		
_____ Resident's Signature	_____ Date	
_____ Name (printed) of Parent or Guardian if Resident is under 18 years of age	_____ Signature of Parent or Guardian if Resident is under 18 years of age	_____ Date

1. **Eligibility for Housing & Contract Period:** Any student, enrolled fulltime at USCA, is eligible to live in University Housing under the provisions of this contract provided space is available. The contract period is from August 15, 2010 – May 5, 2011. Graduating seniors may stay in their assigned space until 10:00 a.m. on the day following commencement. University Housing does not discriminate on the basis of race, color, religion, age or national origin when making housing assignments. Students are housed in same gender suites/apartments. Any person required to register under Article 7, Sex Offender Registry, is prohibited from living in campus student housing. (SC Code of Laws Ann. 23-3-465 (2005) In the event it is determined that any person in campus student housing is subject to the above, law enforcement officials and appropriate University officials will be informed, and the housing contract will be deemed null and void and terminated immediately without refund.
2. **Policies & Procedures:** Residents are required to know and comply with all policies and regulations contained in this contract and within the University Housing Community Guide, the Student Handbook and other University Housing publications. Residents are responsible for all policy and procedural information posted on bulletin boards and/or disseminated through University publications, mass emails and newsletters. I fully understand it is up to me to read the Community Guide Book, the Student Handbook and other University Housing publications provided by University Housing on its website or if a hard copy is available and/or provided to me. I also understand that if I violate any policies and procedures in the Community Guide Book, the Student Handbook and other University Housing publications, I could be subjected but not limited to a disciplinary sanction from University as a result of the violation. The University reserves the right to prohibit any item or activity deemed by the University to be harmful, inadvisable, or not in the best interest of the University or its students. Addenda to the contract may be distributed as needed.
3. **Meal Plans:** All students living in University Housing are required to have a meal plan. Meal Plan requirements will be determined by academic classification. Meal plans are priced per semester and do not transfer forward from one semester to another. Residents seeking meal plan exception must appeal through the appeals process described in the Student Handbook. Any meal plan refunds will be based on consideration of: official withdrawal date from classes, departure date from University Housing, meal plan usage and any applicable processing fees. Prices are subject to change based on the USC Board of Trustees approval in June 2010.
4. **Housing Reservations:**
 - a. **Reservations for New Freshmen, New Transfer Students and Re-Admitted Students:** Housing reservations for the academic year for any new student are made only after the student has (a) been accepted to USCA and (b) submitted to University Housing a housing application, and \$150 security deposit and application fee.
 - b. **Reservations for Continuing Students:** Continuing students seeking housing are required to participate in the housing selection process conducted in the spring and to submit a reapplication form and signed contract.
5. **Occupancy:**
 - a. **University Housing may be occupied no earlier than 9:00 a.m. on Sunday, August 15, 2010.**
 - b. **Students who fail to occupy their assigned space by 5:00 p.m. the day before the first day of classes will lose their assigned space unless prior arrangements have been made with the Housing Office.**
 - c. Residents may reside in their apartment during breaks (Thanksgiving Break, break between semesters, and Spring Break). Students staying for the break between semesters must be enrolled for the spring and must occupy their spring assignment during the break.
 - d. University Housing must be vacated within 24 hours after the student's last spring semester exam or by 10:00 a.m. Thursday, May 5, 2011, unless the student is graduating.
 - e. Graduating seniors may stay in their assigned space until 10:00 a.m. on the day following commencement.
6. **Payment: This contract binds a student to pay housing rental fees for one academic year,** as indicated in Section 1, according to the University Housing payment schedule. Payment for each semester will be due at the beginning of the semester. All payment except the application fee and security deposit needs to be paid at the Business Services Office or through VIP.
7. **Double as a Single and Consolidation:** A double as a single (primarily for Senior and Junior students) room is not guaranteed to any on-campus resident during the academic year. However, if space permits, residents can request a double as a single room. It does not entitle a resident to sublet the room to another resident or non-resident. During all semesters, Housing reserves the right to require the single occupant of a room, except those who have contracted their rooms on a double as a single basis, to move together when to do so will: (1) reduce the cost of utilities; (2) facilitate cleaning; (3) make space available for the housing of special groups; or (4) support the double as a single room procedure. Once a resident contracts

for a room as a double as a single, he/she is obligated for the additional fee for the academic year, even though he/she may later decide to accept a roommate or move to another room.

8. Cancellation of the Contract Prior to the start of the Academic Year:

- a. If written notice of cancellation is received by University Housing on or before June 15, 2010, the contract will be cancelled and the \$125 housing deposit will be refunded as long as there is no further indebtedness to the University. The \$25 application fee is non-refundable.
- b. If written notice of cancellation is received by University Housing after June 15, 2010, the contract will be cancelled, the \$125 housing deposit will be forfeited and the student will be charged a \$250 cancellation fee, unless the student fails to enroll. The \$25 application fee is non-refundable.
- c. If written notice of cancellation is received by University Housing after August 13, 2010, the contract will be cancelled, the \$125 housing deposit will be forfeited and the student will be charged a \$250 "no-show" or cancellation fee, unless the student fails to enroll. The \$25 application fee is non-refundable.

9. Early termination of the contract by resident after occupancy:

- a. A student who withdraws from classes during either fall or spring semester is required to leave University Housing within 48 hours of the withdrawal. The student housing charges will be prorated by the schedule contained within the University Housing Community Guide and the \$125 security deposit will be forfeited. The \$25 application fee is non-refundable.
- b. To change to commuter status once a room is occupied a student must fill out a Housing Contract Release Request form. If the request is granted, the student's housing charges will be prorated by the schedule contained within the University Housing Community Guide, the \$125 security deposit will be forfeited and a \$1,000 cancellation fee will be assessed to the student's account. The \$25 application fee is non-refundable.

10. Cancellation of the Contract at the End of the Fall Semester:

- a. The contract may be terminated at the end of the fall semester only for the following reasons: withdrawal from USCA; graduation; marriage (no more than four weeks prior to the wedding date); and financial hardship caused by a change in financial status (documentary evidence will be required).
- b. Any student qualifying for cancellation under section 10a (except in the case of graduation) will forfeit the \$125 security deposit. If that student enrolls at USCA in the spring, they will incur a \$1,000 cancellation fee. The \$25 application fee is non-refundable.

11. Cancellation of the Contract for Mid-Year (Spring) Applicants:

- a. If written notice of cancellation is received by University Housing on or before December 15, 2010, the contract will be cancelled and the \$125 housing deposit will be refunded as long as there is no further indebtedness to the University. The \$25 application fee is non-refundable.
- b. If written notice of cancellation is received by University Housing after December 15, 2010, the contract will be cancelled and the \$125 housing deposit will be forfeited. The \$25 application fee is non-refundable.
- c. If written notice of cancellation is received by University Housing after January 7, 2011, the contract will be cancelled, the \$125 housing deposit will be forfeited and the student will be charged a \$250 "no-show" or cancellation fee, unless the student fails to enroll. The \$25 application fee is non-refundable.

12. Right of the University to Cancel: The University reserves the right to refuse admission or readmission to University Housing or to cancel the contract during the academic year for the student's failure to meet University requirements, policies or regulations, or in the event of criminal conviction by civil authorities. In such cases, there will be no refund of prepaid rent. In the event accommodations assigned to the student are destroyed or otherwise made unavailable and the University is not able to provide other accommodations, the contract will terminate; all rights and liabilities of the parties involved will cease; and rental payments previously made will be refunded on a prorated basis from the date accommodations became unavailable.

13. Assignment of the Contract: The University Housing Contract is personal and may not be transferred or assigned to another person. The space may not be sublet.

14. Assignment of Rooms/Apartments: University Housing reserves the right to fill every available space. Where there is a vacant space, the remaining occupant(s) must maintain the area in a manner that would allow another student to move in immediately. The University maintains the right to require assignment changes/moves when deemed advisable or necessary. The University also reserves the right to assign students to accommodations.

15. Assignment changes: Students may submit requests for housing assignment changes during designated periods.

16. Responsibility for personal property: The University does not assume any legal or financial obligation for any resident's personal property that may be lost or damaged in its buildings or on its grounds. The student or their parents are encouraged to carry appropriate insurance to cover such losses.

17. Responsibility for the Room/Apartment:

- a. Each student is responsible for the condition of the assigned space and will reimburse the University for any damages to the space and damage or loss of fixtures, furnishings or properties represented under this contract. No alterations may be made to the area or furnishings provided by the University. All furniture in the room/apartment at the time of occupancy must remain during the duration of the contract. Furnishings may not be removed, stored or traded. Additional furnishings brought into the room/apartment by the resident(s) must be freestanding and clear of existing furniture, fixtures and walls.
- b. Each student is required to complete an Apartment/suite Condition Record (A/SCR) and return it to their Resident Assistant within 24 hours of occupancy.

18. Checkout procedures: When occupancy is terminated, students must follow proper checkout procedures as outlined in the University Housing Community Guide. A Housing staff member will inspect the area and assess for damages, missing property, or cleaning.

19. Responsibility for Communal Property: (Including, but not limited to, hallways, restrooms, stairwells, elevators, lounges, study rooms, kitchens and balconies.) Residents are expected to take every precaution to assure that communal property is not abused. In halls or areas where the University has determined there is vandalism of University property and the responsible individual(s) cannot be identified, all residents may be held responsible for paying a prorated portion of repair and/or replacement costs.

20. Keys: Keys are issued at check-in by the area office where the resident is assigned. Keys must be returned when occupancy is terminated. If a key is lost or not returned when occupancy is terminated, or if a temporary key is not returned within the stated time, the lock will be re-cored and new keys will be made. The costs for these services will be charged to the resident(s) responsible. All keys are property of the University. Those violating this provision or possessing keys other than the one assigned to them by University Housing are subject to disciplinary action and eviction from University Housing.