

Terms and Conditions of an Undergraduate Student Residence Hall Contract

In contemplation of the relationship to be established between the parties and in consideration of the mutual covenants contained herein, the parties mutually agree as follows:

1. Laws Applicable

This contract is made and entered in the County of Richland, and is governed and constructed in accordance with the laws of South Carolina.

2. Grant of the Contract

2.1: The University does let to the Student, and the Student does take as tenant of the University, a space in a residence hall, which is owned and operated by the University, such space to be used and occupied as a residence by the Student and for no other use or purpose whatsoever.

2.2: The University shall assign a space to the Student in accordance with previously established applicant categories and according to the date of receipt of the Student's housing application and payment of all fees required in this contract.

2.3: The University shall assign a University post office box to the Student which shall be the Student's official University mailing address during the term of the contract.

2.4: The University does not guarantee to assign to the Student a specific space in a specific residence hall, nor does it guarantee to assign a specific roommate to share the space let herein, but will attempt to honor specific requests of this sort whenever possible. Failure to assume assigned space may result in additional charges.

2.5: The University grants no right of storage, nor is obligated to provide such space beyond the student space assignment.

3. Duties of the University

The University agrees to and shall:

3.1: Furnish utilities and services to each residence hall, including, but not limited to water, heat, electricity, trash removal, maintenance and custodial services. Other services, such as local telephone service, may be acquired through other University offices for an additional fee. Technology services including, but not limited to internet service, is provided through a network fee added to the Student's account.

3.2: Furnish each Student habitable premises containing furnishings and equipment in good working, usable condition.

3.3: Provide maintenance service in the event of mechanical difficulties or interruption of any utility service which is under control and/or ownership of the University; and promptly seek such service in the event such difficulties or interruptions arise in facilities or equipment serving the University, but not under University control. There will be no adjustment of rent because of the University's inability to restore service for a reasonable period of time, nor shall the University be liable for inconvenience incurred by the Student during such period of time.

3.4: Provide correction or an alternative space assignment of any unsafe or unhealthful condition which may arise within the residence hall in which the Student's space is situated. Refer to section 2.4.

3.5: Assume no liability for damage to or losses of the Student's personal property or the property of others in the possession of the Student resulting from loss, fire, flood, theft or other causes.

3.6: Provide reasonable notice to the Student of all rules, regulations and other requirements applicable to the residence hall.

4. Duties of the Student

The Student hereby agrees to and shall:

4.1: Make no assignment of or sublet the premises assigned; nor move into any premises other than the one assigned without advanced approval from University Housing; nor at any time withdraw from the University without officially checking out with the Residence Life staff and

the Main Housing Office (1520 Devine Street).

4.2: Make no nonresidential use whatsoever of the space or any portion of the residence hall in which the space is situated.

4.3: Make no alterations, additions, improvements, repairs or changes to the space or furnishing or equipment assigned without prior written consent of the University; and assume liability for any alterations, additions, improvements, repairs or changes made without such consent.

4.4: Commit no waste within the room, nor in the residence hall in which the space is situated; nor maintain or permit any such abuse on such premises.

4.5: Assume liability for any damages whatsoever to the space and any furnishings or equipments therein; or to any portion of the residence hall (learning communities, floors, wings, hallways, bathrooms, lounges, etc.) in which the space is situated, which results from acts of (or from want of ordinary care on the part of) the Student; and assume liability with other residents of the residence hall, a pro rata share of damages to common areas when the responsible person cannot be determined.

4.6: Maintain the space and all furnishings therein in good condition, except for ordinary wear and tear or damages by acts of God.

4.7: Accept and comply with all rules and regulations on conduct, and all policies for housing facilities as published in the University of South Carolina Policies and Procedures manual, the Carolina Community and all other University policies.

4.8: The University reserves the right to vacate residents from their rooms for brief periods of time for the Student's security precautions or any other reason when it is deemed by the University to be in the Student's best interest. In such events, inconvenience to the Student will be kept to a minimum.

4.9: Indemnify and hold harmless the University and its employees from any and all suits, claims, demands, damages, liabilities, costs and expenses, including reasonable attorney's fees, resulting from or arising out of any injury to the Student's person or property, or the property of another in the possession of the Student, which occurs in or about the premises of the residence hall of the Student which may occur during the term of this Contract.

4.10: Allow the University to enter the space for routine inspection at reasonable hours following written notice posted conspicuously in the residence hall forty-eight (48) hours in advance, and without notice where circumstances necessitate repair or alteration of the room, or emergency circumstances exist.

4.11: The Student hereby agrees to and shall accept and comply with all rules and regulations as set forth and provided by University Technology Services and University Post Office, and further agrees to make timely payment of all charges for such service.

4.12: Accept and comply with rules and regulations regarding smoking in residence halls.

Smoking is prohibited at all times in the rooms and public areas within the residence halls. **4.13:** Any person required to register under Article 7, Sex Offender Registry, is prohibited from living in campus student housing. S.C. 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.

4.14: Accept and comply with requirements to carry and maintain personal property and liability (renter's) insurance. Liability insurance provides coverage against a claim or lawsuit resulting from bodily injury or property damage to others including University property caused by the policyholder. Under this requirement, tenants must purchase insurance to cover theft or damage of personal property during the housing contract period OR be covered in a comparable insurance plan under a homeowner's policy. The minimum acceptable levels of coverage are \$5,000 in personal property protection and \$50,000 in personal liability coverage.

5. Payment

5.1: The Student shall pay to the University upon submission of the housing application a refundable advance room fee of \$100 as per schedule in the "Stipulations Relating to Cancellations and Refunds" and a non-refundable housing application fee of \$50. If the Student's advance room payment fee is returned by the bank, the Student's application shall be held aside and not processed unless and until payment is made. However, the Student will remain liable under the housing contract unless released from its provisions pursuant to Paragraph 6.5 below.

5.2: Upon notification of a space assignment this Contract becomes binding and the Student shall pay the balance due in full on or before the final day of University registration. If the student enrolls and fails to occupy the assigned room, full rental on the space will nonetheless be due; or the University may alternatively deem the Contract void and reassign the premises.

5.3: The University shall make refunds to the Student according to the condition and schedules contained in the "Stipulations Relating to Cancellations and Refunds."

5.4: The University reserves the right to increase housing rates as deemed necessary and appropriate by the USC Board of Trustees.

6. Term of the Contract

6.1: The term of this Contract is based on the general University academic calendar and is for the term requested, commencing on the day the halls are scheduled to open for that term and terminating within twenty-four (24) hours of the Student's final fall/spring semester exam or upon the Student's graduation, but not including official recesses. No extension of this contract shall be permitted, although the same or other space may be made available to the Student, for a separate rental charge, for a limited time where variations in University scheduling or other acceptable circumstances cause the Student to need an additional period of occupancy.

6.2: The University shall have the right to terminate this Contract if the Student fails to occupy the assigned space on or before the first day of classes and does not give proper notice

of later arrival to University Housing. In such a situation, the Student remains liable for the full payment or room rental charges for both semesters.

6.3: The University shall have the right to terminate this Contract immediately upon breach of any term of the Contract by the Student, specifically including violation of any University regulation by the Student whether such regulation be in effect at the time of signing of this agreement or later enacted and promulgated, or if the Student is not registered as a full-time Student or for other reasons as detailed in the Housing section of the Carolina Community. When the Contract is terminated under this clause, except for failure to qualify as a Student, the penalties and procedures published in the Carolina Community for removal of the Student shall be applied, and reassignment of the contracted premises shall be instituted. In case of less than full-time enrollment or failure to pay the housing fee balance, the University may terminate this contract immediately.

6.4: The Student shall have the right to terminate this Contract in accordance with the terms stated in the "Stipulations Relating to Cancellations and Refunds (www.housing.sc.edu/crefund.asp)" for non-enrollment, graduation, academic suspension or marriage; or if the University shall fail to comply with provisions of Sections 3.2 and 3.3 above. Upon release of the Contract for a failure of the University under Sections 3.2 and 3.3 herein, which render the premises (room and/or residence hall) uninhabitable, the University shall remit to the Student an amount representative of the remaining days of the semester or make another assignment in accordance with provisions in 3.2 and 2.4.

6.5: The University reserves the right to reassign (to a comparable facility, if available) any Student as deemed appropriate and in the best interest of the residential community as determined by the Director of Housing or his/her designee.

7. Modifications

The University and the Student agree to the full and complete performance of the mutual covenants contained herein and that this Contract constitutes the sole, full and complete agreement by and between the parties; and no amendments, changes, additions, deletions or modifications to or of the Contract shall be valid unless reduced to writing, signed by the parties and attached hereto.

8. Disclosure of Information to Third Parties

We will only disclose information to third parties about your account or contract (a) to other university officials in the performance of their duties, or (b) in order to comply with government subpoena or court order; or (c) if you give written permission. If you request we release information to a third party, you will waive your right of non-disclosure only for University Housing information and only to the person specified.

I have read this entire contract; I fully understand it and I agree to be legally bound by it. This contract is for two semesters, even if I decide not to occupy my residence hall assignment.

I, the undersigned, have read and agree to all terms and conditions set forth in this Application and the Full Terms and Conditions available at housing.sc.edu. Additionally, I give the University permission to release my name, University e-mail address, personal e-mail address, and cell phone number to prospective roommates.

I understand that smoking is prohibited at all times in rooms and public areas of residence halls. I have read and understand the Carolinian Creed and I agree to live by its principles. FURTHER, I understand the preferences for roommates, building and special needs and/or programs will be honored if possible, but cannot be guaranteed. By signing this Application/Contract, the Student agrees to respect and adhere to all policies and procedures pertaining to Housing as outlined in the terms and conditions and any other University publications which are made a part of this agreement by reference.

I acknowledge and understand that all residential students are required to have personal property insurance coverage. Under this University requirement, graduate and undergraduate students must purchase insurance to cover theft or damage of personal property during the housing contract period OR provide documentation of enrollment in a comparable insurance plan under a parent/guardian's homeowner's policy.

I agree to report and adhere to all policies and procedures pertaining to University Housing as outlined in the Terms and Conditions of the Single-Student Residence Hall Contract and in the Carolina Community Online including, but not limited to, that portion entitled University Housing Policies. I understand that I may be charged a cancellation fee according to the Stipulations Regarding Cancellations and Refunds.

I understand that the University does not guarantee to assign to the Student a specific residence hall nor does it guarantee to assign a specific roommate to share the space let herein, but will attempt to honor specific request of this sort whenever possible.

Pursuant to the SC Family Privacy Protection Act of 2002, you are advised that your personal information is subject to public scrutiny or release. The

University of South Carolina does not discriminate in educational or employment opportunities or decisions for qualified persons on the basis of race, color, religion, sex, national origin, age, disability, sexual orientation or veteran status. The University of South Carolina has designated as the ADA Title II, Section 504 and Title IX coordinator the Executive Assistant to the President for Equal Opportunity Programs. The Office of the Equal Opportunity Programs is located at 1600 Hampton Street, Columbia, SC; telephone 803-777-3854.

Note: The law provides a means for consumers who prefer to opt out of using electronic signatures and contracts to request a paper contract. No additional fees or penalty will apply. To request a paper contract, call University Housing at (803) 777-4283.

Note: The University strives to create a safe and healthy environment throughout our residence halls. Some residence halls may contain hazardous materials similar to what you may encounter in older homes. However, University Housing diligently maintains the halls to ensure students are not exposed to hazardous materials. If you have questions, please contact University Housing at 803-777-4283.