



# Housing

University of South Carolina at Beaufort

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## Student Housing Terms and Conditions 2011-2012

These Student Housing Terms and Conditions 2011 – 2012 (these “Terms and Conditions”) have been incorporated by reference into each applicant’s (the “Applicant” or the “Resident”) On-Campus Housing Application (the “Application”). Upon approval of the Applicant’s Application by the University, the Application and the Terms and Conditions (together, the “Contract”) constitute a legal and binding agreement between, the Applicant, the University of South Carolina Beaufort (the “University”) and the Beaufort Jasper Higher Education Commission (“BJHEC”). Pursuant to the University’s agreement with BJHEC, the University is authorized to bind BJHEC to this Contract by approving the Applicant’s executed Application. Before signing and submitting the Application, the Applicant should carefully read the Application and the Terms and Conditions, in their entirety. Upon the University’s approval of the Applicant’s executed Application, the Applicant agrees to be bound by the terms and conditions of the Contract.

1. **Applicable Law:** South Carolina law (without regard to any jurisdiction’s conflict-of-laws principles) exclusively governs all matters based upon, arising out of or relating in any way to the Contract, including, without limitation, all disputes, claims or causes of action arising out of or relating to the Contract as well as the interpretation, construction, performance and enforcement of the Contract.
2. **Application and Unit Reservation Fees:** This Application must be accompanied by a \$200 unit reservation fee (the “RRF”) and a non-refundable, \$50 application fee (the “Application Fee”) and will not be processed until the RRF and the Application Fee are received by the University. The University’s acceptance of the RRF or the Application Fee does not constitute a guarantee of admission to the University or a unit assignment, nor does it constitute approval of this Application. The Applicant’s failure to pay the RRF and the Application Fee within two weeks of the University’s receipt of this Application may result in the cancellation of this Application. The Applicant understands and agrees that the RRF and the Application Fee do not constitute a security deposit and that the Application Fee is non-refundable and non-transferable. This Application is subject to review by the University’s Director of Housing and Judicial Affairs, and the University may reject this Application, in which case the University shall refund the RRF to the Applicant.
3. **Contract Term and Payment Schedule:**
  - 3.1. The term of the Contract (the “Term”) is one academic year that shall commence upon the opening of University residence halls in the fall and shall terminate upon the closing of University residence halls in the spring. Room and board fees, as set forth in the Application, are due at least five days before the first day of classes of the applicable semester, regardless of the Applicant’s application date.
  - 3.2. The Contract is binding on the University, BJHEC and the Resident (and the Resident’s parent or legal guardian where applicable) for the Term and cannot be terminated except under conditions cited in the Contract. The University may prevent the Resident from registering for class and/or receiving his or her transcript or diploma from the University if the Resident has not made all required University housing payments by the end of the applicable semester. Additionally, any student terminating the contract after the stated deadline and prior to the end of the contract term is subject to a \$250 cancellation fee and possible additional charges for any remaining housing fees.
  - 3.3. If the Resident arrives on campus prior to the opening of the University’s residence halls at the beginning of each semester he or she may not enter the residence halls without prior written approval



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of the Housing Office. If the Resident has obtained such approval from the Housing Office, he or she must pay a fee of no less than \$25.00 per day (as determined in the sole discretion of the University) for each day he or she resides in a residence hall prior to such residence hall's opening. During such a period, the Resident shall be bound by the terms and conditions contained in the Contract.

- 3.4. The Resident agrees that failure to make the payments set forth in the Contract does not relieve the Resident of his or her obligations under the Contract and that any such failure to make payments may result in removal of the Resident from the residence halls, reassignment of the Resident's current unit, denial of the Resident's ability to access residence hall services, denial of the Resident's subsequent University registration and/or termination of the Contract. All fees owed to the University will be applied to the Resident's student bill and holds will be placed on all records until such fees are paid.
- 3.5. Complete fee and payment schedule is available through the University's business office located in the Hargray Building.

## 4. Loss of Full-Time Status

- 4.1. The Resident agrees to become and remain enrolled for twelve or more credit hours (a "Full Time Student") for each academic semester during the Term, and to report to the University's housing office (the "Housing Office") any failure or inability to register for classes on or before the opening of the residence halls for occupancy each semester.
- 4.2. If a Resident is not enrolled as a Full Time Student at any point during any academic semester within the Term, the University may terminate the Contract, unless the Resident has obtained prior written approval from the Housing Office to reside in the residence while not enrolled as a Full Time Student.
- 4.3. The Resident agrees to vacate his or her assigned unit and check out at the Housing Office within 48 hours of receipt of notice from the Housing Office of the Resident's loss of status as a Full Time Student. If the Resident fails to vacate within 48 hours, the University will take any action deemed necessary and allowable by law to remove the student from his or her unit. All costs associated with such removal shall be charged to the Resident.

## 5. Assignments

- 5.1. The Resident agrees to officially check in at the assigned residence hall each semester and to accept the unit assigned.
- 5.2. The Resident agrees to observe the hall/unit change procedures established by the University and to obtain the prior written approval of the Housing Office before making a change of hall or unit assignment.
- 5.3. If the Resident does not plan to return to University housing at the beginning of a new semester, he or she must remove his or her belongings by 11 am on the last day of the previous semester.
- 5.4. If the Resident accesses a vacant bedroom within an apartment he or she will be assessed a \$150.00 illegal entry fee for each such occurrence.



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- 5.5. The Resident agrees that, should he or she fail to occupy his or her assigned unit by noon on the first day of class each semester, the Resident's assignment to a particular unit will be forfeited unless he or she has requested the Housing Office retain the assignment. In such a forfeiture of an assigned unit, the Resident agrees to accept other available housing accommodations.
- 5.6. The Resident agrees that occupancy of the assigned unit is limited to the Resident and any other resident assigned to that particular unit, the unit will be used only as living space, and the Resident may not allow the space to be loaned to or occupied by any other person, regardless of that person's affiliation with the University.
- 5.7. The University reserves the right to change the Resident's unit assignment at any time and for any reason, including, but not limited to, Americans with Disabilities Act compliance, disciplinary reasons, catastrophe or other exigency, renovation or closure of a facility, consolidation of vacancies, unavailability of space, irresolvable incompatibility of roommates (as determined in the sole discretion of the University) or the Resident's failure to pay any required housing fees.

## 6. Facilities/ Services

- 6.1. The University agrees to provide reasonable amounts of heat, water, electricity and waste disposal consistent with University policies during the term of the Contract. The University agrees to provide a cable television hookup and internet service in the Resident's assigned unit.
- 6.2. The University agrees to provide cleaning services for hallways, public restrooms and public lounges on a schedule specified by the Housing Office. The Resident agrees to notify the University promptly if these services are not performed as scheduled.
- 6.3. The Resident authorizes the Housing Office to accept packages, parcels and other deliveries on the Resident's behalf. The University and the Housing Office do not guarantee that any perishable packages, parcels or other deliveries will be stored in a climate controlled environment. The Resident releases BJHEC and the University from any liability or responsibility for packages, parcels or deliveries should they be lost, damaged or otherwise harmed.
- 6.4. The Resident understands and agrees that packages, parcels and other deliveries addressed to the Resident must be picked up by the Resident, in person, with valid photo identification during the hours designated by the Housing Office.

## 7. Care of Common Areas

- 7.1. The Resident shall pay for any damage to any common area that was caused by the Resident's misuse or abuse of such area. Additionally, the Resident shall pay an equal portion of charges assessed to all occupants of a unit, or residents of a corridor or residence hall, for damage to such location in the event the individual(s) responsible for the damage cannot be identified by the residence hall staff.
- 7.2. The Resident agrees to use public areas, residential corridors, residential units, equipment and furnishings in a careful and proper manner, to contribute to the cleanliness of all areas, to cooperate in



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the common protection of property and to advise the University of deteriorated or hazardous conditions so timely repairs can be made.

## 8. Repairs

- 8.1. The University agrees to make all necessary repairs and perform maintenance in the residence hall and the Resident's unit through its authorized personnel. Repairs will be made to the Resident's unit and to University furnishings upon the University's approval of a Resident's request or in accordance with routine schedules.
- 8.2. The Resident agrees to notify the Housing Office promptly of any needed repairs.

## 9. Unit Entry and Inspections

- 9.1. The Housing Office affirms its respect for the Resident's right to privacy in his or her unit and agrees to make a reasonable effort to give at least 24 hours notice prior to making inspections of the Resident's unit.
- 9.2. The University reserves the right to enter the Resident's unit for purposes of improvements, maintenance, cleaning, recovery of unauthorized University-owned property, emergencies, fire and safety inspections and as otherwise necessary for the health and general welfare of all residents of University housing.

## 10. Access

- 10.1. The Resident agrees to be responsible for the key and key fob to his or her assigned unit. The Resident further agrees to report lost or stolen ID, key fob or key promptly to the Housing Office. Such report may be given to the Housing Office by phone, in person or in writing. In the event the Resident's key or key fob is lost or stolen, the Resident agrees to pay the cost of changing cores of all locks on doors and mailboxes affected by the loss and the cost of any other necessary and related repair or safety measures.
- 10.2. The Resident further agrees not duplicate the key or allow the key to be duplicated and not to allow use of the keys or key fob by another person.
- 10.3. The University reserves the right to restrict the Resident's ability to enter or visit specific residence hall premises or public or private areas therein.
- 10.4. The Resident is responsible for his or her guests at all times and will be held accountable for any policy violations of such guests. Guests shall be escorted at all times and may not be in the Resident's unit when the Resident is not present.
- 10.5. The Resident agrees that all guest's access to University housing property must be approved by the Housing Office, and failure to obtain Housing Office approval can result in the Resident's and/or his or her guest's loss of visitation privileges.



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## 11. Behavior and Conduct

- 11.1. The Applicant's agrees to respect and adhere to all policies, regulations and procedures pertaining to University housing as outlined in the Contract and the Student Handbook, and any other publications regarding University housing policies. If the Resident is found in violation of any University policy or regulation as specified in the aforementioned publications, the University reserves the right to change the Resident's unit assignment or to terminate the Contract. When the Contract is terminated under these conditions, no refund of housing fees will be made.
- 11.2. The Resident agrees to become aware of and observe all published rules affecting his or her status with the University, including, without limitation, all rules and procedures included in the Student Handbook.
- 11.3. The Resident agrees to conduct himself or herself in such a manner as to allow others the quiet enjoyment of the residence halls. The Resident agrees to abide by the laws of the State of South Carolina and to avoid causing excessive noise or engaging in disruptive behavior.

**12. Non-discrimination:** The University does not discriminate against any individual for reasons of race, color, creed, national origin, religion, sex, sexual orientation, age, disability, or veteran status. The University agrees to make unit assignments without such discrimination and to avoid changes to original assignments for reasons of race, color, creed, religion, national origin, age, disability, veteran status, or sexual orientation. The University may consider factors such as sex, physical disability and personal preferences when it makes initial unit assignments or considers requests for unit changes. Any person required to register under Article 7, Sex Offender Registry, is prohibited from living in University housing. S.C. Code of Laws Ann. 23-3-465 (2005). In the event it is determined that any person in University housing required to register under Article 7, Sex Offender Register, law enforcement officials and the appropriate University officials will be informed and the Contract will be deemed null and void and terminated immediately without refund.

**13. Liability:** The University is not responsible for the loss of or damage to the personal property of the Resident, his or her guest or any other person. This includes, but is not limited to, damage or loss caused by vandalism, theft, fire or utility or appliance malfunction. The insurance carried by the University covers only the buildings and contents which belong to BJHEC and the University. Additionally, the University is not responsible for injuries, personal or otherwise, sustained by the Resident, his or her guest or any other person on or about University housing facilities. The Resident agrees to assume responsibility for his or her own personal safety and security, as well as for his or her own personal property. The University recommends that the Resident contact his or her local insurance carrier concerning the availability of protection against such losses and injuries.

## 14. Indemnity:

- 14.1. The Resident agrees to indemnify and hold harmless the University, BJHEC, the Director of Housing and all University employees from any and all suits, claims, demands, damages, liabilities, costs and expenses, including reasonable attorney's fees and costs, resulting from or arising out (a) of injury to the Resident's person or property, which may occur during the Term, or (b) injury to another person or injury to or loss of the property of another caused by the Resident, which may occur during the Term.



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## 15. Miscellaneous:

- 15.1. The University and BJHEC reserve the right to change the fees or services rendered by either party as described herein with sufficient prior written notice (as determined by the University) from the University upon its determination that changing conditions warrant such action.
- 15.2. The Housing Office reserves the right to discontinue facilities and services not expressly agreed to in this contract.
- 15.3. The BJHEC and the University shall have the right to terminate the Contract immediately upon breach of any term of the Contract by the Resident, including, but not limited to, violation of any Housing Office or University policy by the Resident or the Resident's guest, whether such policy be now in effect or later enacted and promulgated. The Resident acknowledges and understands that he or she may not be eligible for a refund of any housing fee or payment if the Contract is terminated due to the Resident's breach of the Contract.
- 15.4. Upon the termination of the Contract, the Resident is required to vacate his or her assigned unit immediately, or at such later time as specified by the University. In the event the Resident fails to vacate his or her assigned unit in a timely and cooperative manner, the University will take any action deemed necessary and allowable by law to remove the student from his or her assigned unit. All costs associated with such removal shall be charged to the Resident.
- 15.5. If the Resident intends to vacate his or her assigned unit, the Resident shall give at least thirty (30) days written notice of such intent to vacate and the reason therefore on the appropriate form available at the Housing Office. The Resident's voluntary vacation of his or her assigned unit does not relieve the Resident of his or her obligations under the Contract and the Resident will not be entitled to a refund of any housing fees or payments.