1. Cancellation of the Contract Prior to the Start of the 2018/2019 Academic Year

A. January 4, 2019: If notice of cancellation is received by University Housing on or before this date, the contract is cancelled with no additional charge. The $100 advance room payment is REFUNDED.

B. January 5, 2019 to January 8, 2019: If notice of cancellation is received by University Housing on or before this date, the contract is cancelled with no additional charge. The $100 advance room payment is REFUNDED.

C. January 9, 2019 to January 18, 2019: If notice of cancellation is received by University Housing between these dates, the contract is cancelled. Students will be charged a $500 cancellation fee. The $100 advance room payment is FORFEITED.

D. January 19, 2019 to January 25, 2019: If notice of cancellation is received by University Housing between these dates, the contract is cancelled. Students will be charged a $1,000 cancellation fee. The $100 advance room payment is FORFEITED.

E. January 26, 2019 to May 2, 2019: If notice of cancellation is received by University Housing between these dates, the contract is cancelled. Students will be charged $1,500 cancellation fee. The $100 advance room payment is FORFEITED.

F. May 3, 2019 to August 15, 2019: The contract may also be cancelled by paying 40% of the remaining value of the academic year's contract. The $100 advance room payment is FORFEITED.

G. August 16, 2019: On or after this date, the contract is legally binding, and students are obligated to pay the entire academic year's rent unless they fail to enroll. Student who fail to enroll will be assessed a $200 cancellation fee plus prorated rent for the days of the semester that housing is held in reservation by that student. If a student's plans change and he or she re-enrolls after canceling, the semester charge will be added back to his or her account. There will be no refund of University Housing monies during the last six weeks of a semester. If any collection fees are assessed in the process of obtaining unpaid housing charges, the student will be responsible for the payment of those collection fees in addition to the unpaid housing charges.

2. Cancellation of the Contract After the Start (August 15, 2019) of the 2019 Fall Semester

For All Students Currently Assigned to Campus Housing

A. The contract may be terminated after the start of each semester only for the following reasons: withdrawal from school; marriage (no more than four weeks prior to the wedding date); or, circumstances determined by the University to be sufficiently extenuating as to warrant cancellation (documentary evidence will be required).

B. Any student qualifying for cancellation under paragraph 2(A) will be charged prorated rent for the days of the semester that housing is held in reservation by that student. If a student's plans change and he or she re-enrolls after canceling, the semester charge will be added back to his or her account. There will be no refund of University Housing monies during the last six weeks of a semester. If any collection fees are assessed in the process of obtaining unpaid housing charges, the student will be responsible for the payment of those collection fees in addition to the unpaid housing charges.

C. If 2(A) or 2(B) does not apply, the contract may also be cancelled by paying 40% of the remaining value of the academic year's contract. First-year students/new freshmen will not be allowed to buy-out/cancel their contracts.

3. Cancellation of the Contract at the End of the Fall 2019 Semester

For All Students Currently Assigned to Campus Housing

A. By November 1, 2019: The contract may be terminated at the end of the first semester without penalty for the following reasons: graduation; withdrawal from school; ineligibility to continue enrollment due to a failure to meet academic requirements; failure to enroll a second semester; co-opting second semester; or, participation during the second semester in any REQUIRED University sponsored academic program that takes the student away from the Columbia campus (documentary evidence is required).

B. November 2, 2019 to December 21, 2019: The contract may be cancelled at the end of the first semester with a $200 cancellation charge for the following reasons: marriage; notifying University Housing after November 1, 2019 of circumstances mentioned in 3(A); or, circumstances determined by the University to be sufficiently extenuating as to warrant cancellation (documentary evidence will be required).

C. If 3(A) or 3(B) does not apply, the contract may also be cancelled at the end of the first semester by paying 40% of the remaining value of the academic year's contract. First-year students/new freshmen will not be allowed to buy-out/cancel their contracts.


For All Students Currently Assigned to Campus Housing

A. The contract may be terminated after the start of each semester only for the following reasons: withdrawal from school; marriage (no more than four weeks prior to the wedding date); or, circumstances determined by the University to be sufficiently extenuating as to warrant cancellation (documentary evidence will be required).

B. Any student qualifying for cancellation under paragraph 4(A) will be charged prorated rent for the days of the semester that housing is held in reservation by that student. If a student's plans change and he or she re-enrolls after canceling, the semester charge will be added back to his or her account. There will be no refund of University Housing monies during the last six weeks of a semester. If any collection fees are assessed in the process of obtaining unpaid housing charges, the student will be responsible for the payment of those collection fees in addition to the unpaid housing charges.

C. If 4(A) or 4(B) does not apply, the contract may be cancelled by paying 40% of the remaining value of the semester's contract. First-year students/new freshmen will not be allowed to buy-out/cancel their contracts.

5. No Refunds and Transfer of Contracts

A. University Housing residence hall contracts are NON-TRANSFERABLE to the Greek Village or 650 Lincoln (A University Partnership). Any student suspended or removed from campus by the Office of Student Conduct is not eligible for a refund. For students activated for full-time military service during an academic term, the University follows state law in Section 59-101-395. If a student has an overdue balance, the refund will be applied to the balance due.

Note: University Housing residence hall contracts are NON-TRANSFERABLE to the Greek Village or 650 Lincoln (A University Partnership).
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 into the County of Richland, and is governed and construed in accordance with the laws of South Carolina.

2. Grant of the Contract

2.1: The University does not 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 assign assumed space may result in additional charges.

2.5: The University grants no rights to damage or to losses of the Student’s personal property or the property of others in the possession of the Student resulting from fire, flood, theft, fraud, vandalizing or other causes.

3. Duties of 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 laundry, may be provided by the University or by any 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 the means of mechanical difficulties or interruptions of any utilities 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.

3.4: Provide correction or an alternative space assignment of any unsafe or unhealthy 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 fire, flood, theft, fraud, vandalizing or other causes.

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

4. Payment 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 resident staff and the Housing Office.

4.2: Make no alterations of 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: Accept and comply with 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 Housing; nor at any time withdraw from the University without officially checking out with the resident staff and the Housing Office.

4.5: Assume liability for any damages whatsoever to the space or any furnishings or equipments therein; or to any portion of the residence hall 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 quality with other residents of the residence hall, a pro rata sharing of damages to common areas when the responsible party is not determinable.

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 Housing; nor at any time withdraw from the University without officially checking out with the resident staff and the Housing Office.

4.8: The University reserves the right to vacate tenants 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, inco- nvenience 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 any 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 for routine inspection at reasonable hours following written notice to enter 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: If the Student agrees to accept the University long distance service, the Student hereby agrees to and shall accept and comply with all rules and regulations as set forth in the Office of Communications publication and agree to make timely payments for such service.

4.12: Accept and comply with rules and regulations prohibiting smoking and use of all tobacco products in all USC-owned or -leased buildings, buildings on university-owned land and all university designated outdoor areas. Smoking and use of all tobacco products is prohibited in all residence halls.


4.14: 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.

5. The Student

5.1: The Student shall pay to the University upon submission of the housing application a refundable advance room fee of $100 per semester as detailed 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 hall 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.”

5.2: The Student hall 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.”

5.3: The Student hall 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.”

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

5.5: 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.

5.6: 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 and understanding between the parties, all other University policies, addenda, deletions or modifications to or of the Contract shall be valid unless reduced to writing, signed by the parties and attached hereto. I have read this entire contract; I fully understand it and agree to be legally bound by it. This contract is for two semesters, even if I decide not to occupy my residence hall assignment.

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 specific to which you agree by reference.

• 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 understand that smoking is prohibited at all times in rooms and public areas of residence halls. I have read and understand the Carolina Community Housing; nor at any time withdraw from the University without officially checking out with the resident staff and the Housing Office.

• I have read and understood the Carolina Community Housing; nor at any time withdraw from the University without officially checking out with the resident staff and the Housing Office.

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