University of South Dakota
Residence Hall Occupancy Contract
2026 Summer

Please carefully review the Contract below. This contract is considered binding upon receipt of your valid student identification number provided in the online housing application constituting agreement to the terms herein and obligating you to the full terms of this document. This agreement represents a contract between the University of South Dakota and the individual student.

1. **Introduction.**
   A. The contract term is the 2026 Summer. The Summer Term begins on May 11, 2026 and ends on August 7, 2026. For students who live on-campus for the 2025-2026 Academic Year, arrangements will be made to bridge the gap between the end of the Academic Year term and beginning of the Summer Term. Similar arrangements to bridge the gap between housing terms will be made for Summer Term residents who have a reservation on-campus for the 2026-2027 Academic Year term. These time periods between terms are considered contracted terms and are included in the summer rates of the student provided you have a contract with us. Students **not** enrolled at USD for the 2026-2027 academic year who choose to reside with us will have an end date of July 31, 2026.
   B. This contract applies to either the full term as stated above or the remainder if entered into after the start of the term.
   C. All USD students who enter this contract are obligated financially for the duration of the stated term.
   D. This contract is a license to occupy space and is not a guarantee for a particular residence hall, room, or roommate.
2. **Campus Housing Policy.**
   A. Only students admitted to the University or others authorized by Student Services may reside in university residence halls.
   B. Students at the University of South Dakota are required to abide by SDBOR Policy 3.7.1 "Housing & Meal Plans"
   C. Each student, together with the student's spouse, dependents or household members, who applies, or who is required to apply, to reside in a housing facility operated by the institution shall disclose on the application form whether the student or spouse or any dependent or household member is required to register as a sex offender pursuant to law or whether any such person has a criminal history that includes a conviction, guilty plea, no contest plea or suspended imposition of sentence that has not been discharged involving a felony offense, together with details identifying the jurisdiction, date of the offense, circumstances of the offense, the sentence or parole conditions and other facts or circumstance that the student believes to be relevant. Students, spouses, dependents, or household members are not required to respond to the felony question if their only felony offenses resulted in adjudication as a delinquent child or as a child in need of supervision. Notwithstanding any other provision of this policy to the contrary, except for persons already residing in institutional housing facilities before July 1, 2006:
      a. Where the application process reports a felony offense involving use or sale of illegal drugs or involvement in a crime of violence which did or could have resulted in injury to a person, the individual may not reside in any housing facility operated by the institution;
      b. Where the circumstances of the offense otherwise reasonably suggest that placement within a housing facility operated by the institution may place the individual into settings that are similar to those in which the original offense occurred, the institution may deny the individual the privilege of residing in any of its housing facilities; and
      c. No person who is required by law to register as a sex offender may reside in any housing facility operated by the institution.
      d. Any person, other than a registered sex offender, who has been denied residence in a housing facility operated by the institution may request a review of the determination and shall be provided an opportunity to submit such writings as the person deems necessary and helpful to explain why the institution should permit the person to reside in one of its housing facilities.

D. Students under 17 years of age on the first day of classes of their first semester must have written approval from University Housing to live in a USD Housing facility. Cases are reviewed on a case-by-case basis by University Housing.
E. Summer occupants are limited to students who are currently enrolled in a USD course or will be enrolled in a USD course in the fall term. Additionally, individuals with a USD sponsored affiliation may be rented a room as space permits. Priority placements will be made for students.
F. Any exception to these policies must be requested via the Live-On Requirement Exemption or Housing Contract Release Application.

3. University Housing Deposit.

A. In order to be eligible to apply for on-campus residency, a $100 deposit must be submitted for each term. The resident may be eligible for a fully refunded deposit upon successful completion of checking into their assigned residence hall space. If the start of the resident's contract term is the fall, the deposit may be refunded on or around September 15, 2026. If the start of the resident's contract term is the spring, the deposit may be refunded on or around January 25, 2027. The deposit will be refunded as a credit to the student's University account. The refunded deposit will be applied to any outstanding charges on the student's University account. For refund eligibility in the case of a contract termination, please see section 5.E. of the contract

4. Fees and Payments.

A. All residence hall fees are established each year by the South Dakota Board of Regents. Approved fees are for the semester, which commences at the beginning of the next contract term applicable to this license and are binding upon the student as set out herein. The student agrees to pay fees and all other charges in accordance with the payment schedule established and published by the University. The complete payment schedule can be located at USD Housing and Dining Costs.

5. General Terms and Conditions.

A. Purpose. The premises will be used by the student solely for residential and educational purposes.

B. Deposit and Application Process: Students are eligible for room assignment upon USD's receipt of the University Deposit (USD Housing Portal) and housing application. The deposit is not applied to the room cost. Students may be eligible for a refund of the housing deposit as outlined in section 3.A. of the contract.

C. Changes in Assignment. The University reserves the right to make changes in assignments and/or consolidate students when considered necessary or desirable by University Housing.

D. Assignment Policy. The University agrees to assign space only after the applicant has submitted the University Deposit and housing application. Priority of assignment for all students is based on the date the signed Residence Hall Occupancy Contract is received. Requests for specific roommates will be honored based on priority date and availability of space.

a. It is the policy of the University to assign roommates without regard to race, creed, religion, nationality, or sexual orientation.
b. Students will be notified of their room assignment via their USD student email account.
c. Space is guaranteed for students required to live on campus by the South Dakota Board of Regents residence policy.
d. The University reserves the right to assign applicants to temporary housing space with permanent assignments following when/if space permits.

E. Contract Termination. Any student wishing to terminate their Residence Hall Occupancy Contract must complete the Housing Contract Release Application in their Housing Portal located at USD Housing Policies and Forms .

a. Contract terminations will not result in charges for the full contract term for students with approved Housing Contract Release Applications (may result in a prorated return).
b. For Residence Hall Occupancy Contracts beginning in the summer semester, approved Housing Contract Release Applications received by University Housing prior to **May 1, 2026,** will receive a full refund of their university deposit. Approved Housing Contract Release Applications received by University Housing on or after May 1 will forfeit the university deposit.

c. Contract Releases granted for Financial Hardship, Graduation, Sorority and Fraternity Release or Participation in a University Approved Program will be eligible for a full refund of the University Housing Deposit regardless of submission date.
d. Refunds, if any, are made in the form of a credit to the student's University account. A refund from the Business Office will be made if the refund leaves a credit on the student's account.

6. Occupancy.

A. Acceptance of a room key and/or placement of personal belongings in a room assigned to the student shall constitute occupancy. A student assumes responsibility for the condition of the room upon occupancy and relinquishes responsibility upon proper check-out. University Housing reserves the right to change the housing assignment if a student has not checked into their room by 8:00 AM the morning of the first full day of scheduled classes each semester, unless prior notification has been received by University Housing in writing.

7. Check-in, Check-out.

A. Upon moving in, the student will receive a pre-existing room condition form to complete. This form will be used at the end of the student's occupancy and will serve as the basis for determining billable damages to the room and furnishings. The University may require an interim inventory to be completed prior to the end of the student's occupancy if the University has reason to believe that removal of the furnishings or substantial damage to the premises or property has occurred. Check-outs will occur, barring approval from University Housing, within 48 hours of the actionable event (i.e., Last final of the semester, withdrawal, etc.). Check-outs not occurring within the prescribed time period without the approval of University Housing will be considered an "Improper Check-Out" and will be subject to a $25 fee, $6 processing charge, and any applicable lock and key replacement costs.

8. Prohibited Visitation.

A. No student, family member, or visiting guest shall reside or visit a resident in a residence hall if they: are a convicted felon under the laws of the state of South Dakota or any other state; is required to register or report to a local law enforcement authority; or, in the judgment of the Vice President of Student Services/Dean of Students or Director of University Housing, constitutes a threat to the safety or health of USD students, the University community, or individuals who reside in a residence hall. Requests for exceptions to this policy should be submitted via email to housing@usd.edu for review by the Director of University Housing.

9. Single-Occupancy Rooms.

A. Some residence hall rooms are designed for one occupant. As determined by University Housing, double-occupancy rooms may be used as single-occupancy rooms. The room fee for a double-occupancy room being used as a single-occupancy room (a.k.a. double-as-a-single) is greater than the stated rate for a double occupancy room within a particular residence hall. Priority for both designed single and double-as-a-single rooms will be given based upon student need and the date of request. Single rooms and double-as-a-single rooms are only available on a limited basis.

10. Non-Transferrable.

A. No student may assign this contract and licensing agreement to another person or allow any other person to occupy the premises beyond what is permitted through published USD policies.

11. Abandoned Property.

A. Items left in a residence hall room following a proper or improper check out will be removed at the student's expense. Abandoned property will be stored for **15 (fifteen) days**. Property not recovered by or before the **fifteen (15) days** will be discarded.

12. Property loss.

A. The University shall not be liable for theft, destruction, damage, loss of money, valuables, and/or other personal property belonging to or in the custody of the student for any cause whatsoever, whether such loss occurs in the student's room or residence hall. Students are responsible and liable for insuring personal belongings, including, but not limited to, losses due to fire, smoke, water, theft, or vandalism. USD shall not be held responsible for any loss or damage to personal belongings and does not provide any insurance coverage for student's benefit.

13. Entry to Student Rooms.

A. University officials reserve the right to enter and inspect residence hall rooms without notice when necessary to protect and/or maintain the property of the University, ensure and/or protect the health and safety of its students, or to aid in the basic responsibility of the University.
B. There will be announced health and safety checks during the contract term.

C. All student rooms are checked immediately after the residence halls close for Winter Break and Spring Break.
D. Effort will be made to provide students with 24-hour notice of entry into the room for routine checks where possible.
E. University officials are obligated to report evidence of unlawful acts in "Plain View" and in some cases, seize evidentiary items.

14. Damage/Cleaning Charges.

A. Each student is individually responsible for any damage to such student's room and is collectively responsible for damage to common areas in the hall, floor, and/or unit where such student resides unless damages are chargeable to an individual student.
B. The University reserves the right to assess the student for damage and/or excessive cleaning of the student's room and/or for the student's pro rata share of expenses to repair or replace any property in the common areas of the hall, floor, and/or unit where the student resides.
C. Damage and cleaning charges will be billed directly to the student's USD account and is payable upon receipt.
D. Students may appeal damage charges through University Housing. Appeals must be submitted via email to housing@usd.edu within five (5) days after charges are posted. Charges are typically processed 10-14 business days after the check-out date.
E. Only USD Facilities Management, or their hired contractors, may make repairs to student rooms.
F. Students are required to keep all university issued furniture at the time of check-in in their assigned space. Students may not remove, relocate, or replace any furniture provided in the assigned room space by the university. Any missing furniture at the time of check-out will result in a charge to the student account in order to replace any missing pieces. No extensions for returning furniture will be granted. Only the Director of University Housing may grant allowances for furniture removal during occupancy, typically in cases of verified disability.

15. Indemnification.

A. Each student, the subject to this contract, agrees to indemnify and hold the University of South Dakota, its officers, directors, employees, and agents (collectively the "indemnities") harmless from any claims or causes of action brought against the indemnities for any loss suffered by the indemnities because of any breach of this contract by any student or as the result of any act or omission of any student.

16. Policies and Regulations.

A. The student agrees to comply with all municipal, state, and federal laws. The student agrees to comply with University Housing Community Living Policies, SDBOR Student Conduct Code, and established and published university policies which can be found in the USD portal. The student may be reported and referred for disciplinary action for behaviors that may be in violation of law and/or policy. The University reserves the right to remove a student from the residence halls for behavior considered disruptive to the residential community. University rules, regulations and policies affecting this contract and the student's occupancy of the premises are subject to change and additions from time to time at the discretion of the University. Students who are suspended from the residence halls for behavior will not be eligible for any refund.

17. Obligations of the University. There are several obligations of service the University of South Dakota recognizes:

A. The University will provide basic utilities to each residence hall. The cost of these utilities is incorporated within the overall residence hall room fee. The University shall also provide maintenance service in the event of mechanical difficulties or interruptions to 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 housing fees because of the University's inability to restore service for a reasonable period.
B. The University shall, within a reasonable time, exercise care to correct unsafe conditions in and maintain the residence halls. The student may request correction of such conditions through the hall staff or by contacting University Housing.
C. The University is not responsible for the continuation of food, mail, custodial, heating, maintenance, or security service at normal levels in the event of a natural disaster, power/water/sewer interruptions, or in the event of other causal events beyond the control or reasonable anticipation of the University.
D. The University is not responsible for construction noise or disruptions associated with construction sites adjacent to the residence halls.

18. Joint Obligations.

A. The University and the student share the responsibility for ensuring the quality of life within the residence halls, their maintenance, furnishings, and facilities, and for a physical environment secure from fire and other hazards. The University will work with students to promote effective security of persons and property in the residence halls.

19. Dining Service Program.

A. No Meal plans are required Summer 2026. All undergraduate students with contracts in the residence halls are required to have a dining service meal plan for each semester, with the exception of students living in Coyote Village who are more than two years removed from the time the student graduated or would have graduated from high school. Additional exception for the summer term as there are no meal plans available Summer 2026. Graduate Students are not required to carry a meal plan. Students are held accountable to parameters of dining plans as published by Campus Dining.

20. Law and Venue.

A. This contract shall be construed according to the laws of the State of South Dakota and is performable in Vermillion, Clay County, South Dakota and any lawsuit with respect to this contract shall be brought exclusively in a state court in Clay County, South Dakota.