

Residence Life and Housing Contract

Academic Year 2023-2024

GENERAL

This Contract is between the Student/Applicant named at the end of this agreement (“Student”) and the Regents of the University of Colorado, a body corporate, for and on behalf of the University of Colorado - Colorado Springs (“University”) regarding the terms and conditions of occupancy. NOTE: This Contract is for room, board, and parking in the University’s Residence Hall Facilities or room and parking only in the Apartment Facilities (collectively “Housing Facilities”) for the academic year listed above. The University’s Office of Residence Life and Housing (“Housing”) will assign the Student to housing in its Housing Facilities, and the Student is then entitled to use the Housing Facilities in accordance with the terms and conditions outlined below. The Student must also comply with all University policies, and federal, state, and local laws. This Contract may not be assigned to another party, and it is agreed and understood that this Contract is incorporated by reference into the Housing Application. There may be times when the contract needs to be updated during the contract term to reflect non-substantive changes in policy and procedure. If this occurs, the Student will be notified in writing of the specific change a minimum of two weeks prior to the change taking effect.

EFFECTIVE DATE OF CONTRACT PERIOD

This Contract becomes effective upon the Student’s submission of a Housing Application (“Application”) and shall remain in effect for the current academic year.

DEFERRAL

If Student has completed the housing application for the term of this contract and finds that they can no longer enroll for the specified housing contract term, Student may defer the application for up to one academic year without fee penalty. Any applicable application fees, deposits, and prepayments will be held and applied to the future term application. Student will be required to digitally sign a new housing contract for the deferral term if the deferral term falls outside of the preceding contract period (Deferral to future Fall term rather than Spring term) before being permitted to take occupancy of room space. If Student does not enroll for the deferral term and/or is “no-show” for move-in, Student will forfeit application fees and deposits.

LENGTH OF CONTRACT

The terms of this Contract apply to the period selected on the Housing Application. The Student may select the period for (1) both Fall and Spring semesters or (2) Spring semester only. Summer term housing is available under a separate contractual agreement. If the Student graduates at the end of the Fall semester, the Student must submit a cancellation form for reason of graduation to terminate this Contract at the end of the Fall semester. Once graduation is verified, the remaining contract obligation will be nullified, and the Student’s account will be reconciled accordingly. This Contract will otherwise terminate by noon of the day after Spring semester final examinations have concluded, or on the date the Student is no longer enrolled at the University, whichever comes first. Termination of the contract due to non-enrollment does not excuse the Student from the financial commitments of the contract terms. If the Student has contracted for Summer term, then the Student may stay in the Spring semester assignment until the Student is notified that the Summer term assignment is available.

ELIGIBILITY

The Student must be accepted and enrolled as a degree seeking student at the University and maintain status as a registered student in order to be eligible to live in the Housing Facilities. Priority assignment will be given to full-time students unless special permission is given by the University. If the Student fails to maintain status as a registered student, the Student must notify Residence Life and Housing immediately upon such change in status. If the change in student status occurs after the Student has checked into the Housing Facilities, the Student must: 1) notify Residence Life and Housing via a Petition for Withdrawal and 2) move out within three days of the change in status unless the University approves other arrangements. (See also “Termination by the Student After Occupancy.”) If the Student does not enroll for classes, has not registered for new or transfer orientation, and/or has a balance due the University as of July 1 for the Fall semester and December 1 for Spring semester, the Student will be removed from the Student’s housing assignment and will be waitlisted for spaces available. Once the Student enrolls and is in good financial standing, the Student will be considered for a room assignment should space be available. It is the Student’s responsibility to contact Residence Life and Housing once all obligations have been satisfied in order for the room assignment to be considered. If the Student does not enroll in classes for the Spring semester, the Student will not be allowed to reside in University housing. If/when the Student obtains enrollment, the Student will be permitted to return to housing and occupy the assigned space provided the space remains available. If the original space is no longer available, alternate accommodations can be made available on a space available basis.

CRIMINAL OR DISCIPLINARY HISTORY AND SEX OFFENSE.

Pursuant to the University’s TITLE OF PROCEDURES, prior or pending criminal and/or disciplinary conduct may make the Student ineligible to participate in campus life, including living in University Housing and subject the Student to University termination of this

contract pursuant to **TERMINATION BY THE UNIVERSITY FOR STUDENT DEFAULT OR BREACH**. If it comes to the University's attention that the Student is a registered sex offender, the University will determine whether the Student is eligible to live in University Housing and subject the Student to potential University termination of this contract pursuant to **TERMINATION BY THE UNIVERSITY FOR STUDENT DEFAULT OR BREACH**. If permitted to live in University Housing, the Student must comply with registration requirements mandated by state law, as well as register with the UCCS Police Department ("Police"). If the Student is convicted of a sex offense while living in University Housing, the Student must notify the Director of Residence Life of such conviction and the University will determine whether the Student is eligible to remain in University Housing. If permitted, the Student must comply with any applicable sex offender registration requirements, including registering with Police.

ASSIGNMENT OF ACCOMMODATIONS

Students currently residing in any Housing Facility will have first priority in the assignment process. All other students will be assigned upon the Student's admission to the University and the date of receipt for this Contract, the Application, and deposit. Subject to the availability of space, the University will assign accommodations according to the requested preferences on a nondiscriminatory basis. The University may make alternative assignment decisions based on the needs of an individual student and/or the University community. The University does not guarantee assignment to a particular building, type of accommodation, or with a particular roommate. Roommate requests are granted when: 1) space is available, 2) both parties request each other on their applications, and 3) both applications are received on or about the same date. Roommate requests made after the initial batch assigning process on April 1st are not guaranteed. The University may assign or reassign accommodations for the benefit of an individual student or living unit, including the consolidation of single occupants residing in double occupancy rooms or based on University needs. If the Student is in a double occupancy room and the Student's behavior causes other residents to request to move out, the University may charge the Student the rate for a single occupancy room assignment if the University cannot find replacement residents. The University's assignment is final, and the Student cannot change the room assignment without the approval of Housing.

DINING SERVICES If the Student is assigned to First Year Experience Housing Facilities, then the Student is required to have an all-inclusive Meal Plan. NOTE: Dining operation dates are subject to change based on the academic calendar. The University will not refund missed meals, and meals are not transferrable. The University will not make special meal arrangements unless the Student has a documented, unresolvable class or work conflict during meal service hours. In such case, the University will make special arrangements as feasible. If the Student requests additional Clyde's Cash on their Application, the additional Clyde's Cash will be automatically renewed for the Spring semester unless cancelled by the Student. Dining services, including where and how it will be offered to residential students, is subject to the discretion of the University and is subject to modification to address public health concerns. The University may limit the occupancy of dining halls, limit the amount of time students may reside within dining halls or make other operational adjustments needed to address health and safety concerns.

USE OF FACILITIES

The Student must use the Housing Facilities in the manner for which they were designed. No University property, including room and lounge furnishings, may be moved within or removed from the Housing Facilities. Although the University respects the privacy of each student, the University may enter and inspect the Student's room(s) at any time when the University deems it necessary to protect and maintain University property, to assure the safety of residents, and/or to facilitate the maintenance of discipline and an educational environment. The University may inspect the space with or without the Student's presence. Whenever possible, the University will communicate entry intentions with the Student prior to the time of entry.

COMMERCIAL USE

The Student will not use the Housing Facilities for any commercial purpose, commercial solicitation, or commercial promotion, except by written authorization by Residence Life and Housing. The Student may not operate, advertise, or promote a private business from their room or any space within the Housing Facilities. Door-to-door solicitation of any kind is expressly prohibited. This provision also prohibits door-to-door charitable contribution collection of a monetary nature.

STUDENT RESPONSIBILITY FOR DAMAGE

The University expects normal depreciation of the Housing Facilities and furnishings through natural usage. However, the Student agrees to be liable, and understands that the University will charge the Student for damage, or other loss incurred, to the Housing Facilities, including any building, furniture and equipment, that is a result of the Student's carelessness and/or misconduct. The University will assign responsibility for damage within a student room and/or suite to all students assigned to the room and/or suite unless individual responsibility is determined. The Student is also responsible for similar damage to public areas, including lobbies, lounges, stairwells, hallways, laundries, bathrooms, exercise rooms, basements, walkways, lawns and parking areas ("Public Areas") within the Student's assigned Housing Facility. The University will assign a charge for damage to a Public Area among the residents in the Housing Facility when it cannot be determined which individuals are responsible for the incident.

UNIVERSITY LIABILITY

The University is not responsible in any manner for the theft, destruction, or loss of money, valuables, or other personal property belonging to, or in the custody of, the Student, regardless of cause. This includes losses that occur in or outside of the Housing Facilities, to include the Student's room, storage room, Public Areas, or other areas of any Housing Facility. The University recommends that the Student obtain personal property insurance to cover such liabilities.

STANDARDS OF CONDUCT

The Student must comply with all University policies, including the requirements set forth in the Student Code of Conduct as well as in the Residence Life and Housing Handbook. The Residence Life and Housing Handbook and the Student Code of Conduct are available at: <https://residence.uccs.edu/current-resident/policies>.

WEAPONS/FIREARMS

The University prohibits weapons and firearms anywhere on property owned or operated by the University, unless the Student carries a handgun in accordance with the Colorado Concealed Carry Act, C.R.S. §18-12-201, et. seq. First Year Experience Housing Facilities: Residents in these villages are predominantly under the age of 21. If the Student is assigned to these villages, this Contract is conditioned on the Student's agreement not to bring any weapon or firearm, including any handgun(s) carried in accordance with the Colorado Concealed Carry Act, C.R.S. §18-12-201, et. seq., into any part of the First Year Experience Housing Facilities including rooms, apartments and common areas. The University may terminate this Contract immediately if the Student violates the terms of this paragraph. Alpine Village Apartments: If the Student possesses a valid permit ("Permit") issued under the Colorado Concealed Carry Act, C.R.S. § 1812201, et seq., then the Student agrees to maintain the Permit at all times in accordance with the Act, including, but not limited to, keeping the handgun concealed at all times. If the Student lives in a two- or four-bedroom apartment, then the Student must obtain written consent from the Student's roommates in order for the Student to carry concealed and/or store the handgun in the room. The Student must provide a copy of the Permit to the Residence Hall Director. If the Permit is revoked, expires, or is not renewed, the Student shall immediately provide written notice to the Residence Hall Director and immediately remove the handgun from the premises. If the Student does not carry the handgun on the Student's person in accordance with the Act, the handgun must be: 1) kept locked in the Student's vehicle or 2) kept in a locked room safe provided by the University or 3) checked in/out through the Department of Public Safety where that department shall secure it. The University will share information regarding Concealed Carry Permit holders with the University Police, who may check the validity of the permit, and other University administrators as needed.

ROOM/BOARD RATES

Current year room and board rates for Housing Facilities are listed online at <https://residence.uccs.edu/village-info>. Rates for all assignments are set by the Board of Regents (at a June meeting), and applicants will be informed of the new rates after that meeting.

DEPOSIT/ADVANCE PAYMENT

The Student must submit a \$600.00 fee/deposit at the time that the Student returns this signed Contract and Housing Application. The housing application will not be considered complete without submission of this payment. Checks must be made payable to the University of Colorado Colorado Springs. Of this \$600.00, \$100.00 is a nonrefundable application fee, \$200.00 will be held as a security deposit against damages while the Student remains in any Housing Facility, and the remaining \$300.00 will be applied as a credit to the Student's University account at the beginning of the Fall semester after (1) housing charges are paid, and (2) the Student moves into his/her room.

PAYMENT OF HOUSING FEES/CHARGES

The Student agrees to pay all room and board fees and other properly billed charges as invoiced by the University, according to the current fee schedule at <https://residence.uccs.edu/>. Failure to pay will result in the University placing the Student's name in the University's debt file. The Student will then be prohibited from further enrollment, issuance of transcripts, and the Student will be withdrawn from the University. Failure to pay will also result in termination of this Contract by the University. (See also "Termination by the University.") The Student understands that the Student is applying for occupancy in University housing facilities and that the Student will be expected to pay, and will pay, for all room and board fees and other properly billed expenses. The Student hereby acknowledges and accepts full financial responsibility to pay for all room and board fees and other properly billed expenses, even if course modality of educational instruction (online, remote, hybrid, in-person) changes or circumstances result in modification, termination, or suspension of some services throughout the academic year. The Student agrees that this Agreement is for the entire academic year (or for Spring term only if entering for the Spring term within the current academic year contract)

HEALTH AND SAFETY

The Student is prohibited from creating a health or safety hazard within University housing and the University may request or require a resident to leave University housing if their continued presence in the housing community poses a health or safety risk for community

members. Residential students are required to comply with health and safety laws, orders, ordinances, regulations and health and safety guidance adopted by the University or University Residence Life and Housing as it relates to public health crisis. The Student agrees that adherence to health and safety requirements applies to all residents, staff and visitors and extends to all aspects of residential life, including bedrooms, bathrooms, community kitchens, lounges, computer rooms, courtyards and other common spaces.

GENERAL INFORMATION

This Contract is subject to all relevant University policies, which may be amended or updated from time to time in the sole discretion of the University.

TERMINATION BY THE STUDENT BEFORE OCCUPANCY

If the Student wishes to terminate this Contract prior to moving into the Housing Facilities, then the Student must submit a cancellation request online at <https://residence.uccs.edu/>. Termination of this Contract prior to occupancy will result in the following:

- 1) For cancellations received prior to May 31 (December 1 for Spring term entry), the Student will receive a refund of \$500.00.
- 2) For cancellations received after June 1 (December 1 for Spring), the Student will receive no refund. This provision applies even when the Student submits the Contract and Housing Application after these dates.
- 3) For failure to move in as described below, the Student will receive no refund.

MOVE-IN

The room assigned to the Student will be held until 8:00 a.m. of the first day of classes. Absent notice by the Student to Residence Life and Housing, the room will be released and made available to other students on the waitlist when the Student has not checked in by this deadline. If the Student has requested a late move-in from Residence Life and Housing, the University will hold the Student's room for up to one additional week, beginning on the first day of classes. Should the Student fail to notify Residence Life and Housing before the first day of classes that the Student will not be moving into the Student's assigned room, then the Student will be additionally liable to the University for two weeks of housing charges for the Student's assigned room type.

TERMINATION BY THE STUDENT AFTER OCCUPANCY

If the Student terminates this Contract after occupancy, then the Student will forfeit the deposit in full. In order to request a partial refund of housing fees, the Student must complete and submit the official Petition for Termination of Contract ("Petition"). The University will approve the Student's Petition if it meets the criteria that the Petition sets forth. The Student can submit a Petition for the reasons outlined on the Housing Contract Petition page at <https://residence.uccs.edu/housing-application/cancellations/petition-to-terminate-housing-contract>. If the University denies the Student's Petition, then the Student remains obligated under this Contract for full payment of housing fees. [Note: Suspension or expulsion from any Housing Facility or the University that is a result of a University sanction is not considered a valid reason for the Student terminating this Contract after occupancy.] If the University approves the Student's Petition, then the Student must officially check out of the Housing Facilities in accordance with the checkout procedures described in the Resident Handbook. Charges will continue until the Student completes this official check out process.

Final charges will be reflected on the Student's University account. If the Student checks out prior to the University approving the Petition, the Student is responsible for charges that occur from the time of check out until the Petition has been approved.

In cases of withdrawal, it is the Student's responsibility to directly notify Residence Life and Housing within three days that the Student has withdrawn from the University. The Petition for Withdrawal form for Residence Life and Housing can be found online at <https://residence.uccs.edu/> and must be completed when the Student withdraws from University classes. Once the withdrawal form is approved and the Student officially checks out of the Housing Facilities, then the student's housing fee will be prorated for any time spent in housing prior to withdrawal and move out. The \$300 housing prepayment (if applicable) will be processed to the student's account to help offset these charges. If the Student has a housing assignment for the Fall semester and does not return to UCCS in the Spring, the Student must submit a withdrawal form in order to avoid being assessed housing charges for the Spring semester. (See also "Eligibility.") If the Student fails to return to the assigned Housing Facility for the Spring semester, the Student will be responsible for two weeks' worth of housing charges. If belongings were left in the room from Fall to Spring, the Student will be responsible for the daily storage rate as outlined in the housing handbook until all items are removed and applicable room keys are returned. See italicized section below for reference.

Vacating Unless otherwise approved by UCCS Residence Life and Housing: If a student continues to stay and occupy the space, whether in person or with personal property, after the available period of occupancy for the semester or after termination of the contract, UCCS Residence Life and Housing may charge the Student \$100 per each day of occupancy, plus the daily rate of Room and Board for

students who live in the residence halls. Following the date of termination or the last available period of occupancy for the semester, UCCS Residence Life and Housing reserves the right to restrict or prohibit the Student's access to the University Housing building and space. UCCS may charge students a reasonable charge in the event it must remove or pack up any items.

Alpine Village Apartments: In addition, if the Student fails to properly terminate this Contract, then the Student will be assessed charges from January 1 of the calendar year through the first two weeks of classes of Spring semester.

TERMINATION BY THE UNIVERSITY FOR STUDENT DEFAULT OR BREACH

The University may terminate or suspend this Contract if it is determined that: 1) the Student appears to be a danger to the safety, health, or well-being of the campus community; 2) the Student fails to make payment of charges as required by this Contract; 3) the Student has been subjected to disciplinary sanction through the Office of Student Conduct or Residence Life; 4) the Student no longer meets the University's standards of "eligibility;" 5) the Student is charged or convicted of a crime or crimes against persons or involving any other conduct that may threaten the safety or security of other residents or disrupts the University's community or property; 6) the Student breaches a term or condition of this Contract or University policies:

If the University terminates or suspends the contract under this section, then the Student will forfeit the security deposit and will be obligated for the full amount of this Contract for the full contract length. Nothing in this Contract shall limit the University in seeking additional remedies in law or equity for the Student's breach.

TERMINATION BY THE UNIVERSITY

In addition to the specific termination circumstances specified within this contract, the University may immediately terminate or suspend this contract in order to address or respond to extenuating circumstances that are beyond the reasonable control of the University or the Student and that materially affect the performance of any of their respective obligations under this contract. Extenuating circumstances include, but are not limited to a declared local, state or national emergency, fire, flood, hurricane, tornado, pandemic – including novel Coronavirus (COVID-19), earthquake, other natural disaster, war, invasion, terrorist attack, hostilities, rebellion, insurrection, confiscation by order of the government, military or public authority, or prohibition or limitation on operation by any government order. Under such circumstances, Students are required to move out in a manner and time period as reasonably determined and directed by the University under the circumstances. The University may also terminate this contract without cause prior to the Student's occupancy for any reason with 60 days prior notice to the Student. If the University terminates this Contract pursuant to this section, the University may apply credits and/or refunds, as determined reasonable by the University in its sole discretion, to the impacted Student's account.