

UCCS Residence Life & Housing Contract | Academic Year 2026–2027

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I. Key Terms and Definitions

A. Applicant or Student: The person entering into this housing agreement.

B. Regents of the University of Colorado: The governing body that legally represents the University of Colorado System (Boulder, Colorado Springs, Denver, Anschutz).

C. Residence Hall and Apartment Facilities: Types of on-campus housing available to students.

D. Housing Application: The online form students complete to apply for University housing.

E. Effective Date of Contract: The date the Contract becomes legally binding.

F. Live-On Requirement: The policy requiring first-time, first-year students under a certain age to live on campus for a specified period.

G. Deferral: The process of postponing an approved Housing Application to a future term.

H. Application Fee: A non-refundable fee submitted with the Housing Application.

I. Term of Contract: The semester or academic year covered by this agreement.

J. Petition for Termination: A formal written request submitted through the University's designated process seeking release from this Contract due to qualifying circumstances.

K. Termination for Default or Breach: When the University ends the Contract because a Student violates its terms or fails to pay required fees.

L. Non-Enrollment: When a Student is not registered for classes.

M. Force Majeure: Events beyond reasonable control (e.g., natural disasters, pandemics, emergencies) that may impact performance of the rights and obligations of this Agreement.

N. Taking Occupancy: The act of receiving keys, moving into and residing in assigned campus housing.

O. Prorated Charges: Adjusted housing or meal plan costs based on the actual time spent living on campus.

P. Student Code of Conduct: The University's behavioral expectations for all students.

Q. Residence Life & Housing Handbook: Companion document to the Student Code of Conduct outlining residential community policies.

R. Governmental Immunity Act: Colorado law that limits the University's liability in certain circumstances.

S. Guardian Consent Form: Required form for students under 18 to be signed by a parent or guardian.

T. Financial Hold or University Debt File: A block on a student's record for unpaid charges; may affect course registration and housing eligibility.

U. Waitlist: List for students awaiting an available housing assignment and/or preferred room type.

II. Effect of Contract

This Housing Contract ("Contract") is a legally binding agreement between the Student Applicant ("Student") named at the end of this document and the Regents of the University of Colorado, a body corporate, acting on behalf of the University of Colorado Colorado Springs ("University"). This Contract sets forth the terms and conditions for living in University housing facilities for the term specified.

This Contract covers room, board, and parking in the University's Residence Hall Facilities, or room and parking only in the Apartment Facilities (collectively, "Housing Facilities"). Residence Life & Housing ("Housing") assigns the Student to a space in Housing Facilities and provides access to related services in accordance with the terms of this Contract.

The Student agrees to comply with all University policies, regulations, and procedures, as well as all applicable federal, state, and local laws. This Contract is incorporated by reference into the Student's Housing Application and may not be transferred or assigned to another party.

II.A. Contract Period

This Contract becomes effective upon the Student's submission of the completed Housing Application and remains in effect for the full term associated with that application. This contract applies for both (1) Academic Year (Fall and Spring) full term housing and (2) Spring-only housing. Summer housing is available under a separate agreement.

The Contract terminates at noon on the Saturday following the end of Spring semester final examinations, or on the date the Student is no longer enrolled at the University, whichever occurs first. Graduating Students at the end of Fall must submit a cancellation request citing graduation for end-of-fall termination; once verified, the Contract is terminated without fault.

III. Student Eligibility

III.A. Live-On Requirement (First-Year Students)

To support academic success and a smooth transition to college, University requires all first-time, first-year Students under age 21 to live on campus with a meal plan for their first two semesters (excluding summer), or first semester for spring only term entry.

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For this policy, first-time, first-year Students are those with fewer than 30 earned credit hours post high school graduation. **Credits from concurrent enrollment, AP, CLEP, IB, or similar programs are not counted toward this total.**

Exemptions to this requirement may be granted to Students who: (a) live with a parent or legal guardian in El Paso County; (b) are married or in a registered partnership; (c) have a dependent child; (d) are veterans or active-duty military; (e) are enrolled in fewer than six (6) credit hours; or (f) receive a medical or psychological exemption from the Student Health Center, Disability Services, or the Counseling Center. Approved exemptions do not serve as grounds to terminate a housing Contract after occupancy begins. (See Petition to Terminate Contract, Section XI.B.)

III.B. Enrollment Criteria

To be eligible for housing, the Student must be accepted and enrolled as a degree-seeking Student and be enrolled in a minimum of 6 undergraduate credit hours (3 credit hours if graduate Student) per semester. If the Student's status changes after move-in (e.g., withdrawal from courses), the Student must: (1) provide immediate notice to Housing via email of new non-enrolled status, and (2) move out within 72 hours of this notice unless Housing approves an alternate timeline.

III.C. Intent to Occupy

If the Student does not enroll in classes, has not registered for orientation, and/or has a University balance due as of July 1 (Fall) or December 1 (Spring), the Student may be removed from their assignment and placed on a Waitlist. Upon satisfying enrollment and financial obligations, the Student may be considered for reassignment based on space availability.

Continuing Academic Year Students not enrolled for Spring term courses will not be permitted to return to housing until enrollment is obtained. If or when enrollment is obtained, the Student may return to their assignment if the original space remains available; otherwise, alternate accommodation may be offered based on occupancy.

III.D. Criminal or Disciplinary History

Under the University's procedures for applicants with prior or pending criminal or disciplinary history, such history may render a Student ineligible to participate in campus life, including University housing.

If the University becomes aware that a Student is a registered sex offender, the University will determine eligibility to live in

University housing and may terminate this Contract pursuant to University policy.

If permitted to live in housing, the Student must comply with any registration requirements mandated by law and register with the University Police Department. If convicted of a sex offense while in housing, the Student must notify the Senior Director of Residence Life & Housing—continued eligibility will be reevaluated.

IV. Assignment of Rooms

IV.A. Assignment Qualification

Before the University will assign Student Housing, Student must: 1) complete and submit the Application for Student Housing; 2) digitally sign and submit this contract; 3) pay any Housing Application fee charges and deposits; and 4) submit a guardian consent form for any Student under age 18.

IV.B. Returning Resident Priority

Current residential Students receive priority during the assignment process. Other Students are assigned based on Housing Application complete date and receipt of the Application Fee.

IV.C. Non-Discrimination

The University does not discriminate on the basis of race, color, national origin, sex, pregnancy or related conditions, marital status, age, disability, creed, religion, sexual orientation, gender identity, gender expression, veteran status, political affiliation, or political philosophy in admission and access to, and treatment and employment in, its educational programs and activities.

IV.D. Requested Roommates

Roommate requests are granted when: (1) space is available; (2) both Students request each other; and (3) both applications are received before the April 1 batch assignments process. Roommate requests made after April 1 are not guaranteed.

IV.E. Administrative Reassignment and Consolidation

The University may assign or reassign spaces for the benefit of an individual Student or living unit, including consolidating single occupants in double rooms, or for other University needs. If a Student in a double occupancy room engages in behavior that causes others to move out and a replacement cannot be found, the University may charge the single-room rate. In addition, the University maintains the authority to relocate students either temporarily or permanently for

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reasons of pest control, maintenance, construction, disciplinary action, roommate conflicts, or other health and safety related concerns.

Students may contact Housing for an emergency room change based on health or safety concerns at any time. Assignment changes require prior approval from Housing and are final once assigned.

IV.F. Special Accommodations

IV.F.1. Disability: Students seeking housing accommodations due to a disability, or use of a service, assistance, or emotional support animal, should contact Disability Services to begin the interactive process and provide supporting documentation. Upon Disability Services' determination of reasonable accommodation needs, Housing will make room assignments according to available space and operational feasibility.

IV.F.2. Religion: Students seeking housing adjustments to support sincerely held religious practices should contact Office of the Dean of Students. Housing will provide reasonable accommodations as determined by the Office of the Dean of Students.

V. Dining Services and Meal Plans

V.A. Required Meal Plans

Students assigned to Residence Hall housing must maintain a minimum required meal plan. Missed meals are not refundable and meal plans are non-transferable. Special arrangements may be made in limited cases for documented, unresolvable conflicts during meal service hours.

Dining services, locations, hours, and service styles may be adjusted by the University, including modifications for public health needs. When feasible, advanced notice will be provided.

V.B. Optional Meals and Clyde's Cash

Optional meal plans selected in the Fall will automatically renew for Spring unless cancelled by the Student prior to the start of the spring term. Clyde's cash will not be renewed for Spring. Students wishing to purchase Clyde's cash must place a new request each semester prior to start of term to have Clyde's cash billed to the Student account. After the start of term, the Student must prepay Clyde's cash through the dining app.

Any Student with a severe allergy or other disability that may impact successfully using the meal plan should contact the

Office of Disability Services for information on possible meal plan accommodations.

VI. Vacating for Breaks & Break Housing

VI.A. Intent to Continue

To keep belongings in their room during the winter break and not fully move out, Students must show an intent to continue by registering for Spring semester courses by the last day of the Fall housing term. Students not demonstrating an intent to return are expected to fully vacate their room assignment and turn in room and mailbox keys via the check-out process at the area front desk or designated express drop location. This requirement applies to all facilities, including Alpine Village Apartments.

VI.B. Resident Hall Students Winter Break Requirements

Students must be registered for Spring term courses prior to the last day of the Fall term to be eligible for winter break housing accommodation. Students will reside in their Fall assigned resident room for the break and continue in that room for Spring term. Students not staying for winter break must check out and turn in keys before leaving but may leave their belongings in their room provided they are returning for spring term.

Students assigned to the Village at Alpine Valley and Summit Village may not remain in housing during winter break unless they enter a separate Winter Break Housing Contract and receive written approval from Housing. This approval will be generated as an email to the Student's official University email upon submission of the Winter Break Housing application. Winter Break Housing is billed at \$500 for the entire break or \$125 per week for partial occupancy during the period.

Students residing in Alpine Village Apartments may remain in their assigned units during winter break; this period is included in the academic-year housing cost. All Students remaining in housing during breaks must continue to comply with the Residence Life & Housing Handbook and the Student Code of Conduct.

VI.C. Break Dining

Dining services may operate on a reduced schedule or close during University break periods. Students approved to remain in housing are responsible for their own meals when dining locations are closed or operating with limited hours.

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VII. Standards of Conduct

Students must comply with all University policies, including the Student Code of Conduct and the Residence Life & Housing Handbook, which are subject to change. The version in effect at the time of the alleged misconduct governs.

VII.A. Code of Student Conduct

<https://dos.uccs.edu/student-conduct>

VII.B. Residence Life & Housing Handbook

<https://residence.uccs.edu/current-resident/policies>

VII.C. Weapons and Firearms

Possession of a firearm in any campus facility, including a Housing Facility, is prohibited. Residential Students found in possession of a firearm on their person or within a Housing Facility may face consequences up to and including Contract termination and immediate removal from residential facilities and may face additional Student conduct and/or law enforcement action.

VII.D. Use of Facilities and Room Entry

Students must use Housing Facilities as intended. University property, including room and lounge furnishings, may not be moved to different suites or removed from Housing Facilities.

While the University respects Student privacy, authorized staff may enter and inspect rooms at any time when necessary to protect and maintain property, ensure safety, or support discipline and an educational environment. Inspections may occur with or without the Student's presence. When feasible, prior notice of entry intent will be provided.

VII.E. Commercial Use and Solicitation

Using Housing Facilities for commercial purposes, solicitation, or promotion is prohibited unless Housing provides written authorization. Operating or advertising a private business from a room or any Housing space is not permitted. Door-to-door solicitation, including charitable monetary collection, is prohibited.

VII.F. Student Responsibility for Damage

Normal wear is expected. However, the Student is liable for damage or loss to Housing Facilities, furniture, or equipment resulting from carelessness or misconduct. Responsibility for damage within a room or suite may be assigned to all occupants unless individual responsibility is determined. Public area damage costs may be shared among residents when responsible individuals cannot be identified.

VIII. University Liability

The University is not responsible for theft, destruction, or loss of money, valuables, or other personal property belonging to or in the custody of the Student, regardless of cause, whether it occurs in a Student's room, storage areas, public areas, or elsewhere in Housing Facilities. Students are strongly encouraged to obtain personal property (renter's) insurance to cover personal losses.

VIII.A. University Actions and Governmental Immunity

The University is responsible only for the negligent acts or omissions of its officers, agents, employees, and representatives with respect to Student Housing. Liability for claims arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. Any provision of this Contract shall be construed to conform to the Act.

IX. Housing Fees & Charge Responsibility

The Student agrees to pay all room and board fees and properly billed charges as invoiced by the University, according to the current fee schedule posted at <https://residence.uccs.edu/>. Failure to pay may result in placement in the University's debt file, prohibition from enrollment and transcript issuance, administrative withdrawal from the University, and termination of this Contract.

Student understands and agrees that Student's financial responsibilities under this Contract are not affected by the mode through which University offers any educational instruction, for example remote, in-person, or hybrid. Except as provided in the termination provisions of this Contract, section XI., University is not required to relieve Student from any financial responsibilities under this Contract, even if course modality changes or other circumstances result in modification, termination, or suspension of some University services throughout the academic term.

IX.A. Deferral of Application

If a Student who has completed a Housing Application cannot enroll in courses for the specified start term, the Student may defer the application for up to one academic year without fee penalty. Deferral applies only to Students who defer prior to the start of the contracted term. Any applicable fees and deposits will be held and applied to the future term

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application. A new digital signature is required if the Deferral term is more than 1 calendar year in the future.

Students who do not enroll for the Deferral term or are no-shows for move-in will forfeit application fees, and be charged a cancellation fee of 30 days room rent for the room type to which they were assigned.

IX.B. Room and Board Rates

Current year room and board rates are published online at <https://residence.uccs.edu/village-info>. Rates for all assignments are set by the Board of Regents and are typically approved in June. Applicants will be informed of new rates after approval.

IX.C. Application Fee

Effective Fall 2026, a \$100.00 nonrefundable Application Fee is due at the time the Student submits this signed Contract and Housing Application. The application will not be considered complete without payment. Electronic payment is preferred and accepted during the online application process.

Students choosing to pay by check or money order should make it payable to “University of Colorado Colorado Springs” and mail it to: UCCS Housing Operations - La Plata 107, 4725 Clyde Way, Colorado Springs, CO 80918. Include the Student’s name, Student ID number, and note that it is for the Housing Application fee on the memo line of the check or money order.

IX.D. Housing and Dining Fee Proration

If a Student takes occupancy and subsequently withdraws from all courses or receives an approved termination petition, the Student may be eligible for prorated refunds of housing and meal plan charges. Proration is based on the official move-out date verified by completion of the Housing check-out process and the return of all keys. Charges continue to accrue until check-out is complete.

Housing and meal plan fees are prorated according to the University’s weekly proration schedule (17 weeks each Fall/Spring; 9 weeks Summer). Billable weeks run from the first day of classes until the end of term, and weeks run from Sunday-Saturday. No proration is issued for Students removed from housing for disciplinary reasons or breach of Contract.

IX.E. No Refund or Reimbursement

Except as provided in the termination provisions of this contract, University is not required to refund amounts paid under this contract. Room reassignment, utility or facility disruptions, pest control, planned renovations and/or construction projects, class conflicts with food serving periods, or other reasons that do not result in the authorized

termination of the contract shall not result in the reimbursement or reduction of amounts owed to University. If after notifying students of the available period of occupancy for the semester, University delays Student Housing opening day, University will consider whether to issue Student credit to Student’s account for a portion of the Rates. If University decides to issue a credit, it will notify Student accordingly. The University may end the period of occupancy to an earlier date, which will be considered a University-initiated termination of this contract, in accordance with section XI.C.

Any credits or refunds issued shall comply with University policy and applicable Colorado law and will not exceed the amount actually paid by the Student for the affected term.

IX.F. Collection and Delinquency

University may refer a delinquent account to an outside agency for collection. If the Student account is referred to an outside agency, the delinquency may be reported to national credit bureaus and Student may be responsible for collection costs and reasonable attorney fees, to the extent authorized by the laws of the State of Colorado. In addition, under Colorado law, University may certify to the Colorado Department of Revenue information about the Student, including name, social security number, the amount of the debt and any other identifying information. The Department of Revenue may then disburse funds to University.

X. Occupying Space

X.A. Right to Reasonable Reservation

The assigned room will be held until 8:00 a.m. on the first day of classes. If the Student fails to occupy the room without prior notice from the Student, the room may be released to waitlisted Students at that time. If a late move-in is requested and approved, the University will hold the room for up to one additional week beginning at 8:00 a.m. on the first day of classes.

X.B. Occupancy Eligibility

Students who officially withdraw from all classes before moving in, or who cannot enroll in courses due to administrative holds, are not eligible to move into housing. Students must show enrollment in the required number of credit hours (6 undergraduate or 3 graduate) prior to being permitted to take occupancy of a space.

X.C. No Show Release of Space

If the Student fails to notify Housing before the first day of classes that they will not be moving in, the Student remains

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liable for 30 (thirty) days of housing charges for the assigned room, even if not enrolled. The space will be immediately released to any Student on the waitlist at 9am on the first day of classes.

X.D. Health and Safety Requirements

Students must not create health or safety hazards within Housing Facilities. The University may request or require a Student to leave housing if their continued presence poses a health or safety risk. Residential Students must comply with applicable laws, orders, regulations, and University health and safety guidance. Requirements apply to residents, staff, and visitors in all residential spaces, including bedrooms, bathrooms, kitchens, lounges, courtyards, and common areas.

XI. Termination of Contract

XI.A. Termination by the Student Before Occupancy

To terminate this Contract before moving into Housing Facilities, the Student must submit a cancellation request online at <https://residence.uccs.edu/>.

Cancellations received by May 31 (for Fall move-in) or November 30 (for Spring move-in) incur no financial penalty.

For no-show or non-response to outreach from Housing, the Student will be charged 30 (thirty) days of housing based on the proration schedule for the assigned room type and current rate.

XI.B. Termination by the Student After Occupancy

XI.B.1. Student Remains Enrolled in Courses (Petition for Termination of Contract)

If the Student chooses to terminate this Contract after occupancy, the Student must submit a Petition for Termination. Petitions are reviewed against criteria published on the Housing contract petition page. Link to petition:

<https://residence.uccs.edu/housing-application/cancellations/petition-to-terminate-housing-contract>

If a petition is denied, the Student remains obligated for full payment under this Contract. If a petition is approved, the Student must complete the official check-out process described in the Residence Life & Housing Handbook. Charges will be prorated according to the student's official date of check-out.

Suspension or expulsion resulting from University conduct or academic sanctions is not a valid basis for termination after occupancy and therefore will not be grounds for housing proration through the petition process.

Final charges are posted to the Student's University account. If the Student fully checks out before petition approval, the Student will be prorated from the official check out date once the petition receives final approval.

XI.B.2. Student Withdraws from All Courses

If the Student withdraws from the University after occupancy, the Student must notify Housing and move out within 72 hours. The Student's non-enrollment will be verified by Housing, and an email will be issued to the Student instructing the Student to vacate their assignment and return their keys by a specified date. Extensions to the listed deadline may be granted at the discretion of Housing. The Student's housing fees will be prorated for time spent in housing prior to withdrawal and move-out.

If the Student has a Fall assignment and does not intend to return in Spring, the Student must submit a cancellation form and fully move out by the Friday prior to Spring Housing move-in to have spring charges removed. Failure to provide adequate advance notice and remove belongings prior to the first day of Spring classes may result in 30 (thirty) days of housing charges being applied to the Student's account. If belongings remain in the room after the first day of spring classes, the daily storage rate outlined in the Housing Handbook may be applied until items are removed.

If a Student continues to occupy the space—personally or by leaving personal property—beyond the period of occupancy or after termination, Housing may charge \$100 per day of occupancy plus the daily room and board rate, may restrict or prohibit access to Housing Facilities, and may charge reasonable fees to remove items left behind. For more information, visit the "Abandoned Property" section of the Resident Student Handbook.

XI.C. Termination by the University

XI.C.1. Student Default or Breach

The University may terminate or suspend this Contract if it determines 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 pay charges as required; (3) the Student is sanctioned through Student Conduct or Housing; (4) the Student is no longer eligible for housing; (5) the Student is charged with or convicted of crimes against persons or other

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conduct threatening safety, security, or property; or (6) the Student breaches a term of this Contract or University policies.

If the University terminates or suspends the Contract under this section, the Student remains obligated for the full amount of the Contract term. Nothing in this contract shall limit the University in seeking additional remedies in law or equity for the breach. Any credits or refunds issued shall comply with University policy and applicable Colorado law and will not exceed the amount actually paid by the Student for the affected term.

XI.C.2. University Administrative Termination & Force Majeure

The University may immediately terminate or suspend this Contract to address extenuating circumstances beyond the reasonable control of either party that materially affect performance. Examples include declared emergencies; fire; flood; hurricane; tornado; epidemic or pandemic (including COVID-19); earthquake; natural disaster; war; invasion; terrorist attack; hostilities; rebellion; insurrection; confiscation by order of government; or government orders prohibiting or limiting operations. Under such circumstances, Students must move out in the manner and time reasonably determined by the University.

In the event of termination or suspension under this section, the University will consider prorated credits or refunds consistent with the length of the closure or disruption. The University may also terminate this Contract without cause with 60 days' notice before occupancy. In these cases, credits and/or refunds may be applied to Student accounts as the University, in its sole discretion, deems reasonable.

XII. Notices

XII.A. Notice to the Student

All written notices to Student shall be made by sending an email to Student's University-issued email address. For Students new to the University who do not yet have a University email address, all University notices to Student shall be made by the University sending an email to the account listed on Student's application for Student Housing until the Student receives a University email address. The date of notice is the date the email is sent by the University to Student. Email communication to the Student constitutes written notice under this Contract, whether or not the Student reads the message.

XII.B. Notice to the University

All notices or other communications to the University from Student required by this contract shall be provided in writing to UCCS Residence Life & Housing, 4725 Clyde Way, Colorado Springs, CO 80918 or by sending an e-mail to housing@uccs.edu. If mailed, the postmark on the envelope is used as the date of notice. If e-mailed, the date of notice is the date the email is sent by Student to the University.

XIII. General Provisions

XIII.A. Entire Contract

The parties agree that this Contract supersedes all prior written or oral agreements. There are no covenants or agreements between the parties except as set forth herein with respect to housing and food services provided by University. No prior or contemporaneous addition, deletion, or other amendment shall have any force or affect whatsoever unless embodied in writing. Accordingly, this Contract is an integration of the entire understanding of the parties with respect to the matters set forth herein.

XIII.B. Amendments

University may revise procedural or administrative provisions of this Contract after providing at least 14 days written advance notice. Substantive changes affecting financial obligations or core rights will require Student acknowledgement.

XIII.C. Digital Signature and Copies

Student will sign this contract in digital format, and it will be effective as of that date. Student will have the opportunity to save or print a copy of the digitally signed copy upon completion within the Housing Application. An unsigned reference copy of this Contract is available online for informational purposes only. Only the digitally signed version executed through the Housing Application system constitutes a binding agreement.

XIII.D. General University Policy Incorporation

This Contract is subject to relevant University policies, which the University may amend or update at its discretion.

XIII.E. Governing Law and Jurisdiction

This Contract shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any legal action arising under this Contract shall lie in the District Court of El Paso County, Colorado.