

## Residence Life and Housing Contract Academic Year 2021-2022

**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") with regard to the terms and conditions of occupancy. *NOTE: This Contract is for room and board in the University's Residence Hall Facilities or room only in the Apartment Facilities (collectively "Housing Facilities") for the academic year listed above.* The University's Office of Residence Life and Housing ("Residence Life") 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.

**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.

**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, (2) Spring semester only, or (3) Summer term only. If the Student graduates at the end of the Fall semester, the Student must submit a Petition for Termination (See "Termination By the Student After Occupancy") to terminate this Contract at the end of the Fall semester. This Contract will otherwise terminate by noon of the day after Spring semester final examinations have concluded. 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 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 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 via a Petition for Withdraw; 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 wait-listed 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 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 return to University housing.

**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 a 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 a 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 University's Department of Public Safety ("DPS"). If a 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 DPS.

**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. 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 Residence Life.

**DINING SERVICES** If the Student is assigned to First Year Experience Housing Facilities, then the Student is required to have a 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 Munch Money on his or her Application, the additional Munch Money 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.

**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 his or her room or any space within the Housing Facilities.

**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.

**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 Handbook. The Residence Life 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. § 18-12201, 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. 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 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.

### **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 in to the Housing Facilities, then the Student must submit a cancellation 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), 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) 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, the room will be released and made available to other students on the wait-list when the Student has not checked in by this deadline. If the Student has requested a late move in from Residence Life, 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 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 valid reasons 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 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 will no longer be responsible for charges from Residence Life and Housing. 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.

*Alpine Village Apartments:* 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 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.

- a. 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.