

RESIDENT HANDBOOK



Bear Creek Apartments
UNIVERSITY OF COLORADO **BOULDER**

As a resident of Bear Creek Apartments, it is your responsibility to read and comply with the enclosed instructions, policies and procedures.

The University of Colorado does not discriminate on the basis of race, color, national origin, sex, age, disability, creed, religion, sexual orientation or veteran status in admission and access to, and treatment and employment in, its educational programs and activities.

Table of Contents:

CONTRACT POLICIES AND PROCEDURES.....	5
Eligibility for Occupancy	5
Resident Information	5
Reapplying / Re-Leasing at Bear Creek.....	5
Apartment/Room Change Request.....	5
Moving Out and Intent to Vacate Forms	6
Ending Your Contract Early	6
Excused Termination Reasons.....	6
Termination of Contract <i>Before</i> Move-In	7
Termination Fees <i>After</i> Move-In.....	7
Termination of Contract by the University:.....	7
Subletting.....	8
Damage Charges/Unit Condition Form (UCF)	8
Abandoned Property	9
OFFICE HOURS AND CONTACT INFORMATION.....	Error! Bookmark not defined.
Office Hours.....	9
Management Hours	9
After Hours Phone	9
RENT	10
APARTMENT COMMUNITY POLICIES, RULES, AND REGULATIONS	10
Communication.....	10
Use and Condition of Apartment.....	10
Smoking is Prohibited.....	11
Marijuana is Prohibited	11
Alcohol Policy.....	12
Pets	12
APARTMENT COMMUNITY DEFINITIONS, USAGE, AND LIABILITY.....	12
BEAR CREEK AMENITIES	13
Check-out System.....	13
Common Areas	14
Laundry Rooms	14
Business Center.....	14

Bear Creek Recreation Center at Williams Village.....	14
Furnishings and Appliances.....	15
PHONES.....	15
MAIL AND PACKAGE INFORMATION.....	Error! Bookmark not defined.
PARKING.....	15
BICYCLES.....	15
Bicycle Registration.....	16
If Your Bicycle Is Missing.....	16
GUESTS.....	16
MAINTENANCE.....	17
Right to Enter Apartments.....	17
Work Orders.....	17
Scheduled Maintenance.....	17
Keys / Locks.....	18
Heat.....	18
Repairs.....	18
Utility Interruptions.....	18
TRASH & RECYCLING.....	19
Trash.....	19
Recycle.....	19
AFTER HOURS / EMERGENCIES.....	19
Emergency Phone Numbers.....	19
Maintenance Emergency.....	19
Neighbors / Community Disturbances:.....	19
SAFETY AND SECURITY.....	20
Inside Your Apartment.....	20
Outside Your Apartment.....	21
Your Vehicle.....	21
Personal Awareness.....	21
FIRE SAFETY.....	22
Sprinklers and Alarms.....	22
Fire Hazards.....	22
Emergency Fire Procedures.....	23
FLOOD INSTRUCTIONS.....	23

Flood Season	24
TORNADO SAFETY	24
RENTER'S PROPERTY	25
UNIVERSITY DISCLAIMERS.....	25
Model Disclaimer.....	25
Liability of University of Colorado at Boulder	25
Safety	25
General.....	26
HDS Staff / Notices.....	26
Liability / Indemnity.....	27

CONTRACT POLICIES AND PROCEDURES

Your contract is a legally binding document. Please read the contract thoroughly and comply with all policies. Failure to do so may result in the imposition of fines and/or the termination of your contract.

Eligibility for Occupancy

To be eligible for occupancy in the apartment community, you must be:

- Of sophomore or above academic status, or have approval of second-year status during the contract term applied for.
- Enrolled at the University of Colorado Boulder with six (6) enrolled undergraduate credits hours or five (5) enrolled graduate credit hours.

Admission to the university does not guarantee eligibility for housing at Bear Creek Apartments. If you are under the age of 18 but fulfill all other requirements, you must fill out a parental consent form to be eligible to live at Bear Creek. That form is available at the Bear Creek office. Eligibility must be met during the entire contract duration.

By applying, you authorize Bear Creek staff and the University of Colorado Boulder to regularly verify your eligibility to ensure compliance.

Additionally, you have a duty to inform HDS staff and the University of Colorado Boulder if you have been convicted of a felony in any jurisdiction or a misdemeanor sexual offense in any jurisdiction. HDS staff and the University of Colorado Boulder reserve the right to deny housing to anyone convicted of a felony or found to be a sexually violent predator as defined in Colorado Revised Statutes §18-3-414.5. Failure to inform the HDS staff or the University of Colorado Boulder shall be a default under Paragraph 7 e. and may subject you to eviction.

If you become ineligible to live in the apartment community, you will be required to vacate your room as determined by Bear Creek staff. Fees may or may not apply.

Resident Information

If you have supplied information to HDS staff by means of a rental application or similar instrument, you represent that all such information is true and correct and was voluntarily and knowingly given by you. If someone requests information on you or your rental history for law enforcement, governmental or business purposes, the University of Colorado Boulder or HDS staff may provide such information.

Reapplying / Re-Leasing at Bear Creek

If you are a current resident of Bear Creek and wish to renew your contract for the next academic year, you must re-apply. Returning residents will be given priority access the application before it opens to the general public.

Apartment/Room Change Request

Once you have received your initial housing assignment, you will have 24 hours to cancel your contract without penalty. Any request for a change to the room assignment will result in a charge. Each requested change will incur a \$100 charge. Bear Creek staff reserves the right

to make exceptions to this rule should the situation deem necessary.

Moving Out and Intent to Vacate Forms

Every resident of Bear Creek Apartments must give 45 days notice prior to their move-out date. **Intent to Vacate (ITV)** forms are provided online and must be filled out at least **45 days before** you move out. You must pay all rent through the ending date by the time that you move out. This document is required of **all residents**, whether it is due to the expiration of your lease, or other extenuating circumstances (withdrawal from CU, study abroad, etc). **Every resident must submit an ITV prior to moving out.**

Providing this notice does not guarantee that you will be let out of your contract or refunded your deposit. Your security deposit may be held until all payments through the ending date have been made. Once your 45 day notice has been submitted online, you cannot make any changes to the online form. Please contact the Bear Creek front office to discuss any changes that you may need to make.

If, after submitting an ITV form you are approved to move out, you must move out on or before the move-out date designated by management.

Penalties will be issued if you and all of your personal belongings are not completely out of your apartment by **noon of the designated move-out day.** A daily fine of \$200, any cost incurred for any resident that is unable to move in and the portion of monthly rent representing that day will accrue for each day you occupy the apartment beyond the designated move-out day. Other fines may also be assessed. This applies for every resident moving out, no matter when or why you move out.

Ending Your Contract Early

If you are graduating, studying abroad or will no longer be attending the University of Colorado, you may be let out of your contract early. You must complete an ITV (Intent to Vacate) form along with providing documentation proving that you are studying abroad, graduating, withdrawing from the university or participating in the Leave of Absence Program. Your request is subject to approval by management. You must submit your ITV form 45 days prior to your move-out, and you are expected to move out on or before the designated move-out date. Leaving for any other reason will result in financial penalties.

Excused Termination Reasons

A student may request an excused termination based on hardship by filing a petition with detailed documentation of significant changes that have occurred since submission of the housing application. The petition should be submitted in writing to the community operations manager. The chair of the petition committee or designee will send resident written notice of acceptance or denial within 30 days of the petition committee receipt of all required documents. The resident will not be released from the terms of the contract unless the petition has been approved in writing by the petition committee.

You may terminate your contract without penalties only for the following reasons:

- Graduation
- Withdrawal from the university
- Participation in study abroad or an internship program outside the Denver Metro area
- Participation in the Leave of Absence Program

Termination of Contract *Before* Move-In

You must provide written notification to the Bear Creek office by either email to bearcreekapartments@colorado.edu or postal mail to 9000 Bear Creek, Boulder, CO 80310. If mailed, the postmark on the envelope is used as the date of termination. Failure to notify Bear Creek of the cancellation within 24 hours after your assignment email from your Colorado.edu email account will result in a forfeiture of your \$300 security deposit and potential additional termination fees.

Please refer to the contract regarding termination fees prior to move-in.

Termination Fees *After* Move-In

If termination occurs for any reason, you must officially check out (personally sign out and return keys/access card) to the Bear Creek office during business hours. Special arrangements must be made with the office staff for check-out at other times. Failure to check out properly may result in continuation of occupancy charges.

You may terminate your contract after move-in but *before* move-out and without penalties only for the following reasons:

- Graduation
- Withdrawal from the university
- Participation in study abroad or an internship program outside the Denver Metro area
- Participation in the Stay Connected Program

Please refer to the contract regarding termination fees prior to move-in.

The university will finalize and send notice of any outstanding charges or refunds due to the student's permanent address on record within 60 days of the termination of occupancy. If you have any questions, please contact our office at 303-735-2275.

Your contract begins at 12:00 PM (noon) on the designated move-in date, and ends at 12:00 PM (noon) on the designated move-out date.

If you move out any time during the last 30 days of your contract term, rent credits will not be made.

If you still occupy your apartment after the ending date (the date contained in your ITV or the date on which the University of Colorado Boulder notifies you to leave the premises) you will be assessed an extra fee in the amount of \$200.00 per day plus a prorated daily rent for the extra time that you stay in the apartment, plus all damages resulting from your holding over and the damages of the person who was unable to move in because of your holdover.

Termination of Contract by the University:

The Bear Creek manager or designee may immediately terminate or suspend a resident should it be considered that the student and/or situation poses a potential danger to individuals and/or community. The university reserves the right to terminate your contract for the following reasons, which include, but are not limited to:

- Failure to make payment of charges as required by this contract
- Suspension or expulsion from the university and/or disciplinary action
- Failure to comply with policies and rules contained in the following materials:
 - University of Colorado Boulder Bear Creek Application
 - Bear Creek Resident Handbook
 - University of Colorado Office Of Student Conduct Student Conduct Code Policies & Procedures
 - Bear Creek Contract

If this contract is terminated by the university, the student will be subject to the financial penalties for terminating occupancy.

You are in violation of your contract for the following reasons, which include but are not limited to:

- a. Failure to pay rent or any other amount owed
- b. Violation of any policies, rules and regulations, or fire, health, or criminal laws regardless of whether arrest or conviction occurs by you or your guest(s)
- d. Failure to move in after completion of all required documentation or if you abandon your apartment (we may assume that you have abandoned your apartment if your personal property has been removed and/or you have not been in the apartment for five (5) consecutive days while unpaid rent is due and payable)
- e. Making any false statement or misrepresentation of any information supplied to HDS staff or the University of Colorado Boulder. Conviction of a felony offense involving actual or potential physical harm to a person, or a felony or misdemeanor offense involving possession, manufacture or delivery of a controlled substance, marijuana or illegal drug paraphernalia as defined by applicable law
- f. Any illegal drugs or illegal drug paraphernalia are found in your apartment (whether or not the University of Colorado Boulder and HDS staff can establish possession, the University of Colorado Boulder and Bear Creek staff may refer any violation to the police and the Office of Student Conduct)
- g. The creation of a nuisance or disturbance within the apartment or the apartment community

Subletting

Subletting is not allowed at Bear Creek Apartments.

Damage Charges/Unit Condition Form (UCF)

A unit and condition form will be provided to you at the time you move in. Within 48 hours of your move-in time, you must return the UCF to Bear Creek staff indicating any defects or damages in your apartment, otherwise, the apartment and the fixtures, appliances and furniture in the apartment will be deemed to be in a clean, safe and good working condition and you will be responsible for defects or damages that may have occurred before you moved in.

It is your responsibility to inform Bear Creek staff of any damages in your apartment and enter non-emergency work orders at <http://fixit.colorado.edu>. For more on non-emergency

work orders, please see the maintenance section of this handbook.

At move-out, all windows, bathrooms, kitchen appliances and furniture must be clean and in good repair and condition. If you fail to clean your apartment or if any furniture or appliances have been damaged, you will be charged to complete any necessary cleaning, repair or replacement. You are able to schedule a walk-through with Bear Creek staff. If you do not schedule a walk-through with Bear Creek staff, you are expected to accept their assessment of damages and charges when they inspect your apartment after you move out. You will be responsible for damage to property including but not limited to paint, plaster, walls, appliances, doors, cabinets, carpets, floors, furniture, or damage to any part of the apartment or apartment community caused by leaving windows or doors open during inclement weather or other excessive use or abuse.

Resident may not remove any of the University of Colorado Boulder's furniture, equipment or appliances from the premises. All of the furniture, equipment and appliances are expected to be present in the apartment at the time of move-out.

Abandoned Property

Any personal items that remain in your apartment after you move out (or after the official move-out date) are deemed to be abandoned by you. Bear Creek staff may take such action as the University of Colorado Boulder desires, without additional notice, and charge you for the costs incurred to keep, sell or dispose of such property without the University of Colorado Boulder being liable to you.

Office Hours and Contact Information

(This information is subject to change)

For Bear Creek Office:

Phone: 303-735-2275

Fax: 303-735-2277

Email: bearcreekapartments@colorado.edu

Office Hours

Fall, spring and summer term hours:

Monday-Friday: 9:00 AM - 7:00 PM

Weekends: 12:00 PM – 7:00 PM

Fall break, winter break and spring break hours:

Monday-Friday: 9:00 AM-5:00 PM

Weekends: 12:00 PM-5:00 PM

These may be subject to change due to campus holidays and closures.

Management Hours

If you need to meet with building management, please schedule an appointment. They are generally in the office from 9:00 AM-4:00 PM (Monday-Friday).

After Hours Phone

A building: 720-254-7094

B building: 720-254-7196

University of Colorado Police Department: 303-492-6666

If you have any concerns regarding your room or roommates, contact the community operations manager by calling 303-735-2275 or through email at bearcreekapartments@colorado.edu.

RENT

Rent is paid through your Bursar's account

- At the beginning of each semester, your rental fees for the entire semester will be added to your account
- Payment is made directly through the [Bursar's Office](#)
- Rental rates are available on the [floor plans and rates page](#)
- It is your responsibility to pay your rent charges at the Bursar's Office

Apartment Community Policies, Rules and Regulations

The following rules and regulations are a binding part of your contract. These rules and regulations are for your benefit and the benefit of the other residents of the apartment community. Please understand that any violation of these rules and regulations by you or your guest(s) constitutes a violation of the contract and may result in the immediate termination of your contract.

You and your guest(s) must comply with all written rules and policies including the rules and regulations, the resident handbook, emails from the Bear Creek office, fliers and letters placed in your mailbox or on bulletin boards and resident doors, postings on the Bear Creek website and the student code of conduct found in the pamphlet "University of Colorado Student's Rights and Responsibilities Regarding Standards of Conduct." These rules and policies are considered to be a part of your contract. The University of Colorado Boulder and Bear Creek staff may revise, change, amend, expand or discontinue the rules and policies at any time by posting a notice for 30 days on a bulletin board or other area for notices to residents or by written notice to you.

Communication

Residents are expected to check their official Colorado.edu email. Nearly all official Bear Creek communication will go through this method.

Use and Condition of Apartment

Windows and doors shall not be obstructed and the use of foil or other similar materials over windows is prohibited. You may not remove blinds. If you install draperies over the blinds, any damage will be repaired at your expense. Posters should be secured to walls using pushpins or thumbtacks. Framed pictures or heavy wall hangings should be secured using proper hanging hooks that do not penetrate through the entire dry wall boards. Decals and stickers are prohibited on walls, windows, doors and surfaces in the premises and the apartment community. Kegs and pony kegs are not allowed in the buildings. No article, sign, poster, decoration or other thing may be hung or placed on the outside of your apartment or displayed on the inside of the apartment so as to be visible from the outside. Darts and dartboards are not permitted in your apartment or the apartment community. You may be

required to remove anything deemed to be potentially offensive to other residents or guests.

- Welcome mats may be placed in front of doors, but rugs or carpet remnants are not permitted. No decorations, plants, shoe racks, etc. are permitted in hallways—this is considered a fire and safety hazard.
- Residents may not distribute marketing or any other material in any portion of the apartment community without the approval of Bear Creek staff. Posters, flyers or notices can be hung on the community boards which are located at the front of each building.
- Solicitation shall not be permitted at the apartment community, either by resident, campus office/group or outside solicitors. Residents are requested to notify Bear Creek staff and CUPD of any such activity.
- Student rooms are not to be used for business activities, including but not limited to the use of servers or computer systems in support of a business or revenue generation activity.
- **Resident must take care not to unintentionally trigger the overhead fire sprinkler system in the premises (i.e.: hanging clothes from them).** A simple depression of the sprinkler head will result in a total draining of water from the system. Neither HDS staff nor the University of Colorado Boulder will be responsible for any damage incurred from such situations.
- Dangerous substances and chemicals including but not limited to automobile batteries, gasoline, acids, flammables, fireworks and similar materials are prohibited in the apartment community.
- Weapons including but not limited to pistols, rifles, BB guns, paint pellet guns, handbills, nun chucks, switchblades, explosives, ammunition and dangerous chemicals are not permitted in the apartment or apartment community at any time.
- Items that could be assumed to be stolen property, such as construction barriers, fire exit signs, street signs, are not permitted in your apartment or the apartment community at any time.
- Hoverboards are not allowed on Bear Creek premises.

Smoking is Prohibited

CU Boulder, including Bear Creek, is a nonsmoking campus. This includes but is not limited to all apartments, rooms, hallways, stairwells, elevators, trash rooms, sidewalks, parking lots and grounds. If you choose to smoke on campus property, you may be subject to a penalty and immediate termination of your contract.

Marijuana is Prohibited

Possession, growth, use and distribution of marijuana in any form in Bear Creek Apartments are prohibited. This prohibition applies even if the Colorado Department of Public Health and Environment (CDPHE) has issued a Medical Marijuana Registry identification card to a resident, permitting that resident to possess a limited amount of marijuana for medicinal purposes. Possession of a Medical Marijuana Registry Identification Card does not authorize a resident to possess, grow, use or distribute marijuana in any form in Bear Creek Apartments, or in any public area of the university. Residents who receive a Medical Marijuana Registry Identification Card prior to or during residency in Bear Creek Apartments may submit a request to the executive director of Housing & Dining Services or designee to be released from any Housing & Dining Services Contract executed by the resident. Residents with a documented need for medical marijuana may be released

from a Housing & Dining Services Contract without financial penalty upon a finding of hardship.

Alcohol Policy

Alcoholic beverages are not allowed in any common areas including lounges, study rooms, game room, hallways, elevator, etc. at any time. Residents and guests must be 21 or older to possess or consume alcohol.

Pets

Fish are the only pet that is allowed in the building. Fish tanks should not exceed 30 gallons. All other pets are **not** allowed in Bear Creek Apartments.

You will be fined for each occurrence of pet(s) inside the Bear Creek community, and your contract may be terminated.

The following rules shall apply to a violation of this policy:

- **First violation:** A written warning will be issued to you specifying the complaint and a \$250 charge will be assessed against you. You will also be responsible for cleaning and/or replacing the carpet and/or any furniture due to any damage.
- **Second violation:** You will be in violation of your contract and subject to eviction and will also be responsible for any and all damages caused by the unauthorized pet including but not limited to furniture cleaning and carpet cleaning and/or replacement.

Apartment Community Definitions, Usage and Liability

Within the apartment community, you are entitled to the use of a bedroom in an apartment. Bear Creek retains the right to relocate you from one bedroom in the apartment to another or even to another apartment in another building within the apartment community at any time.

You are entitled access to the common areas within the apartment and the apartment community ("common areas" are those spaces within the apartment which you have access to without going into another bedroom).

You are entitled to the use of furniture in your bedroom and the shared use of all appliances and furniture within the common areas of the apartment. The type and condition of furniture in your apartment may vary from other apartments.

All residents of the apartment are held responsible for the common areas, however, you are solely responsible for your bedroom and the payment of your rent and other payment obligations. You are not liable for any of the rent owed by fellow resident(s).

If you fail to move into the correct bedroom or elect to switch rooms with a roommate, you are still responsible for the room that you reserved (as denoted by your signed contract). Bear Creek will not rearrange room assignments. Any damages to the room that you reserved is entirely your responsibility. Residents are responsible for any damage/violations caused by their guests.

Only you may live in your room. You may not permit another person to live in your room or in your apartment. You may not create any other assignment of your contract or sublet to

another individual.

When any bedroom within the apartment is unoccupied, Bear Creek reserves the right to place a new resident in the unoccupied bedroom at any time unless you or another resident in the apartment agree to pay the rent due and any other charges due for the unoccupied bedroom.

You are not allowed to use any unoccupied room or associated sink vanity area in your apartment for any purpose whatsoever (including storage) unless you are paying rent for the unoccupied room. If we discover that you are using a room in your apartment that should be vacant, you will be charged a fee equal to thirty days rent for use of that room plus the cost of refurbishment. If this situation is discovered and none of the residents of the apartment claim responsibility, then the charges will be divided evenly among the residents of the apartment. Multiple violations will result in multiple charges both for illegal use of the room and for refurbishment if applicable.

The fact that you and your roommates may be in conflict with each other will not result in your being able to terminate your contract or be moved to another apartment. You are required to utilize the Bear Creek Roommate Handbook, CAPS and/or the CU Ombuds Office to resolve conflicts with roommates or other members of the community.

If, in the University of Colorado Boulder's reasonable judgment, your apartment, the building, or the apartment community is materially damaged by fire or other casualty, the University of Colorado Boulder may terminate your contract within a reasonable time after such determination by giving you written notice of such termination. If the University of Colorado Boulder determines that material damage has not been caused to the premises, the building or the apartment community, or if the University of Colorado at Boulder has elected not to terminate this contract, the University of Colorado Boulder will, within a reasonable time, rebuild the damaged improvements.

BEAR CREEK AMENITIES

Check-out System

These items are available for check-out from the front desk free of charge during office hours only (check office for more specific lists):

- DVDs
- Board games
- Game room equipment
- Basketballs and volleyballs
- Tennis racket
- Ironing board and Iron
- Vacuum cleaners
- Broom and dust pan
- Dry erase markers
- Dollies and carts (availability may be limited during move-in and move-out)
- Bicycle pump
- Battery jump starter kit

To check out equipment, you will need to bring your Buff OneCard. Additionally, for dollies and carts only, we require a credit card for use as collateral. It will not be charged unless the item is not returned. Generally, office hours are Monday-Friday, 9:00 AM-7:00 PM and

weekends from 12:00 PM-7:00PM but are subject to change.

Please note that there is a 48 hour time limit on all DVDs, a two hour time limit for vacuums and dollies, and an eight hour time limit for game equipment. All items must be kept on Bear Creek premises.

Bear Creek does *not* have any other tools or disposable items for check out, such as screwdrivers, packing tape or cleaning solutions.

Common Areas

Bear Creek rules and regulations apply to the common areas of the buildings. Guests are not permitted in the common areas unless a resident is also present. No persons under the age of 14 will be allowed in any recreational area at ANY time, unless accompanied by a University of Colorado student. Glass containers pose a serious risk of injury and are prohibited everywhere in the common areas of the apartment community.

Driveways, sidewalks, courts, halls, entry passages, elevators, stairs and other public areas shall not be obstructed at any time. No resident vehicle may be parked or driven on any sidewalk or grassy area. Laundry and business center facilities are for the sole use of residents of the apartment community.

There are lounges located on every floor except the first floor in building B and the sixth floor in both buildings. Any resident may use these lounges at any time. Lounge furniture and equipment is not to be removed. We recommend you be cognizant of noise levels when using lounges.

There are study rooms on every floor. These rooms are open at all times for residents to use personally or for study groups. The rooms are available on a first-come, first-served basis. There are dry-erase markers in the office to check out for your use.

Laundry Rooms

Laundry rooms are located on every floor except the sixth floor. The washing machines and dryers are operated by quarters and Campus Cash. A change machine for \$1 and \$5 bills is located in the building B business center. To add Campus Cash to your Buff OneCard, go to the Campus Card Office in Center for Community, or visit their website at www.buffonecard.com.

Business Center

There is a business center with computers equipped with Microsoft Office Suite located on the first floor of building B. Use of the computer is free; however the copier/printer located in the center lobby of building A (Weber Hall) have a per page cost determined by the Office of Information Technology. Use of these facilities is limited to 10 minutes when there is a demand. Please report any equipment that is malfunctioning or in disrepair to the Bear Creek front office, or contact the Office of Information Technology for computer problems at 303-735-HELP.

Bear Creek Recreation Center at Williams Village

Use of the recreation center is free for all Bear Creek residents! Bring your Buff OneCard with you. During the summer term, a proof of residency may be required. These can be acquired in the Bear Creek front office.

From time to time, the common facilities may be closed for repair, renovation or during holiday periods. You will not receive a rent credit or refunds for these closures.

Furnishings and Appliances

Your bedroom and shared living/dining areas are fully furnished. No other furnishings or appliances will be provided. You assume full responsibility for furnishings and appliances. Normal wear and tear is expected, but loss, breakage or other damage or destruction will be considered excessive and you will be charged for repair or replacement.

Appliances provided are:

- Refrigerator
- Stove
- Dishwasher
- Microwave

Furnishing provided are:

- Bed (twin size in 4 bed, 2 bath, double apartments; for all other apartments, full-size)
- Desk and desk chair
- Night stand (all apartments except studio apartments)
- Dresser
- Basic living room set (sofa, chair(s), coffee table, small shelving unit)
- Bar stools
- Recycling bin

Major appliances such as keg coolers, personal washers and dryers, and other appliances that use excessive amounts of electricity and/or create excessive heat are prohibited.

Phones

All residents are strongly encouraged to use their own cellular phones and service. A hardship case request can be made for activation of local land line phone services in your unit for a non-refundable fee of \$500 per contract term. To make such a request, contact the Bear Creek office at 303-735-2275, to complete the necessary forms. Please refer to contract regarding request submission deadlines. Land line phone requests submitted before the deadline will be activated before residents arrive, otherwise residents making a special room land line request need to allow three weeks for activation. The non-refundable fee of \$500 per contract term for establishing and maintaining phone service includes installation, activation, basic local service for a single line analog phone, and continuation of service if moved to another room. It does not include long distance minutes or telephone handset. The student must provide the handset.

Mail and Package Information

Mail and packages are handled by the UPS store. You can find mailing address and location information at the [UPS website](#).

Parking

For parking questions please check out the [Parking & Transportation Services website](#).

Bicycles

Bicycle storage racks are located in the front and back of both buildings. We encourage you to [register your bicycle](#) with the university. As always, please remember to lock your bicycle while parked at Bear Creek.

Riding bicycles inside Bear Creek buildings is strictly prohibited. Anyone seen riding a bicycle indoors will be assessed a fee, which will be sent to the student's Bursar's account.

Bicycle Registration

Register your bicycle at the CU Bicycle Station located on the east side of the University Memorial Center, Monday-Friday, 10:00 AM-2:00 PM. Bring your bike, a photo ID, and your student ID number.

Registration cost is \$10 and is good for as long as you own the bicycle. Many home owners and renters insurance policies will cover your bicycle if it is stolen and has been registered. Bicycle registration is mandatory at CU. Every year, many stolen bicycles are recovered and auctioned or donated to charity because they were not registered and the owner could not be located. Bicycle registration helps to fund additional bicycle racks and makes it easier to ride on campus.

If Your Bicycle Is Missing

If your bicycle is missing, it may have been impounded if it was abandoned or locked to something other than a bicycle rack. Call 303-492-2322 to inquire about your bicycle. Please be aware that impounded bicycles are only kept for 90 days.

If you believe your bicycle was stolen, please call CUPD at 303-492-6666.

The University of Colorado Boulder or HDS staff may remove any bicycle located in areas other than designated bike racks and a \$25.00 removal fee will be charged to the owner of the bicycle. The University of Colorado Boulder and HDS staff will not be liable for damage or loss of any bicycle.

GUESTS

Guest(s) of the residents may be housed overnight with prior and continuing approval of any and all of your roommates. No guest may visit overnight for any period exceeding two consecutive nights not to exceed ten nights per semester.

Guests must adhere to the rules and regulations and respect the rights of other residents. You will be held responsible for the conduct of your visitors or guests. You or your guests may not make any loud or disturbing noises in the apartment community. Musical instruments, radios, stereos, television sets, amplifiers and other instruments or devices must not disturb other residents. Staff members reserve the right to impose a fine against you if you are found in violation of the Bear Creek policies due to excessive noise and disturbances.

You or your guests may use the common areas (e.g. TV lounges, study rooms, basketball court, etc.), parking lots or grounds in such a manner that does not interfere with the enjoyment of other residents.

Staff has the right to exclude guests or others who have been in violation of the law, the

contract, any rules or policies or anyone who refuses to, or cannot, identify themselves as a resident's guest. Bear Creek staff will notify the police and confiscate any prohibited items. Residents and guests are required to comply with all federal, state and local laws, rules and regulations, and University of Colorado Boulder's Student Code of Conduct.

Activities that are prohibited at Bear Creek include, but are not limited to:

- Loud conduct
- Disturbing or threatening the rights, comfort, health, safety or convenience of others in or near the apartment community
- Canvassing or soliciting business or contributions
- Operating a business or child care
- Storing anything in closets with gas appliances
- Tampering with utilities or utility systems
- Bringing hazardous materials into the apartment community
- Using candles, incense, kerosene or gas
- Possessing, using, selling or manufacturing illegal drugs or drug paraphernalia, such as bongos, hash pipes, blow tubes, hookahs and water pipes
- Engaging in or threatening violence
- Possessing a weapon (unless authorized by law)
- Participating in hazing

The resident must personally provide apartment access to the guest, maid service, etc. No access card will be given to any guest, maid service, etc. for any reason.

No guests or visitors shall be allowed in the recreational areas unless accompanied by a resident.

Maintenance

Right to Enter Apartments

For the purpose of handling an emergency, performing routine maintenance checks or responding to a work order placed by a resident, HDS staff, University of Colorado Boulder employees, repairers and representatives may, without notice, enter your apartment for any reason. Any such entry does not constitute a termination of your contract or entitle you or any resident of the apartment to reduction of rent.

Work Orders

If there is something wrong with your apartment and you need maintenance to fix it, fill out a work order online at fixit.colorado.edu. Maintenance is not available evenings or weekends except for emergencies (fire, flooding, etc.). You may call the after-hours phone if you have a maintenance emergency and Bear Creek staff will call emergency maintenance for you. See the "After Hours" section of this handbook for more information.

A minor maintenance issue may take up to a week to fix depending on the volume of work orders received by the maintenance staff. If you experience an inordinately long wait for a response, report this to the office for follow-up.

Scheduled Maintenance

Air filters are changed twice a year, typically during the summer and winter break.
Salto batteries (apartment door lock batteries): changed over the summer months.

Window washing: typically scheduled during the month of July or early August.

Any other types of maintenance, such as water outages, may be scheduled. Fliers notifying residents of these planned procedures will go up prior to the event itself, usually at entrances and by elevators.

Keys / Locks

Keep track of your keys—they are expensive to replace. If you lose your keys, inform the office immediately. New keys will be issued to you as soon as possible. Charges incurred for missing/lost keys:

- Replacement bedroom key (lost, broken, etc.): \$45
- Replace Salto lock (apartment door) lock: \$400
- Apartment lock-outs: \$10 per lockout (this does not go into effect until several offenses have occurred)

Locks may not be altered or changed by residents under any circumstances. Keys must be returned when you move out. Duplication of keys is prohibited. Bear Creek staff may change locks on apartments without prior notice for security purposes. In such cases, you will be instructed to exchange keys in the main office.

Air Conditioning

Apartments are equipped with air conditioning. This is provided by chilled water sent to the building. The chilled water is turned off during the winter months and the air conditioning is inoperable.

Heat

You must keep all utilities to your apartment on and active. In freezing weather, you must keep your apartment heated to at least 68° Fahrenheit. You will be responsible for damage to your apartment and property and the property of others if damage occurs as a result of the utilities being turned off or because of broken water pipes. The university maintains a temperature range of 68-74 degrees Fahrenheit. If your heat is broken, please put in a work order or call staff immediately.

Repairs

You may not remove any of Bear Creek's property and you may not perform any repairs, wall papering/painting, electrical changes or other alterations (other than for small nail holes in walls for hanging pictures). You are required to leave the apartment in good condition, reasonable wear excepted. "Reasonable wear" means wear not caused by negligence, carelessness, accident or abuse.

You are not permitted to construct lofts, wall partitions or any similar structure, or place waterbeds or other liquid-filled furniture in your apartment.

No electrical or telephone wiring may be installed. Absolutely no holes may be drilled. Small nail holes are allowed.

Utility Interruptions

Bear Creek staff may temporarily turn off equipment and/or interrupt utilities to your apartment, your building and/or the apartment community to avoid property damage, or to perform maintenance work or repair. Neither the University of Colorado Boulder nor HDS

staff will be liable for any inconvenience, discomfort, disruptions or interference with your use of the premises.

Trash and Recycling

Trash

You must dispose of all trash and recycling items in the proper bins located in collection areas around the apartment community. Do not leave trash around the outside of your apartment or in the apartment community. Bear Creek staff will impose a reasonable fine for violation of the provision as well as for any littering by your guests.

There is a trash/recycling room located on every floor. Please dispose of your trash in the proper containers therein.

Recycle

Mother Earth appreciates the University of Colorado Boulder's many efforts to be "green" and "earth friendly." Bear Creek participates in these efforts by providing you with plentiful and convenient recycling bins in each floor's trash/recycling room.

Please be a good steward of our resources and separate your recyclables from your trash and dispose of it in the proper bins. One container is provided for co-mingled recyclables (glass/containers and paper do not need to be separated) and one for cardboard (make sure to collapse all cardboard). If you are uncertain what items are appropriate for recycling, please refer to the instructions found in each trash room. Please note that plastic bags are not recyclable. Please use paper bags for recycling instead.

-

After Hours/Emergencies

In the event of an after-hours emergency or if you lock yourself out of your apartment, contact the on-call community engagement leaders ("CEL") for your building.

Emergency Phone Numbers

Building A: 720-254-7094 (apartment numbers that begin with "1")

Building B: 720-254-7196 (apartment numbers that begin with "2")

These phone numbers are also posted in all entryways.

If it is a life-and-death emergency, dial 911. If you have non-emergent police matters, you can also call the University of Colorado Police Department (CUPD) directly.

University of Colorado Police Department non-emergency: 303-492-6666

Please do not call the emergency on-call phone for requests such as getting a light bulb. These matters should be taken care of during office hours.

Maintenance Emergency

Please call the after-hours phone for *emergencies* such as lockouts, flooding, water leaks, or if your heat is not working in the winter. Please report damage throughout the community needing immediate repair (i.e. security doors broken, etc.).

Neighbors / Community Disturbances:

Please discuss concerns directly with your neighbors unless you feel that your safety could be threatened. If a resolution cannot be found, call the after-hours phone for assistance.

If a neighbor or Bear Creek staff member contacts you regarding noise level, illegal activity, etc. and you are uncooperative and do not immediately cease or alter your activity so that it no longer disturbs others, CUPD will be contacted. You risk prosecution by CUPD and termination of your contract by Bear Creek as well as sanctions from the Office of Student Conduct.

Any resident may call CUPD at their own discretion.

Bear Creek property that is missing will be reported to CUPD as stolen. If missing furniture or other property belonging to Bear Creek is found in your apartment, you may be prosecuted.

Throwing, dropping or hanging any objects from windows (this including and is not limited to balls, Frisbees, water balloons, paper gliders, etc.) is prohibited.

Safety and Security

Bear Creek prides itself on its building's security features, policies and procedures. However, Bear Creek is only as secure as the residents allow it to be by following the protocol and responsibility.

Although it may seem harmless to open the door for individuals who do not have access, it is very dangerous. It is *impossible* to assess whether any individual intends to harm a resident or Bear Creek property just by looking at them. **Never open the door for people you do not know!** Request they use their cell phone and call their friend to come to the door and let them in.

A large majority of crimes committed are "crimes of opportunity." Do not assist by unknowingly providing opportunities! **Never prop doors open!**

If you see **suspicious looking people**, such as someone wandering, lurking, looking lost or nervous, hiding, sneaking, visually watching all passersby, etc., **CALL CUPD!** You could easily prevent a crime or other dangerous or threatening events by taking action. Become an active member of the Bear Creek community and be aware of your surroundings and the individuals in the buildings, and most importantly, **take action – call CUPD at 303-492-6666.**

As a safety measure for the Bear Creek community, Buff OneCard access must be renewed on a hotspot every seven days. This serves a dual function of reducing the amount of time a lost card will have active access to our community, as well as alerting Access Services of any low battery issues before your apartment door lock ceases to function.

Inside Your Apartment

- Lock your doors and windows, even while you are inside (especially on the first floor)
- Use the locks on your bedroom door while you are inside
- When answering the door, see who is there by looking through a window or peephole. If you do not know the person, first talk with them without opening the door. Do not

- open the door if you have any doubts
- Do not give out keys or access cards to anyone
- Do not put your name, address or phone number on your key ring
- Loss of keys can be a great concern for safety—report lost keys to Bear Creek staff immediately
- Dial 911 for emergencies. If an emergency arises, call 911 first and then call the on-call Bear Creek staff
- Check your smoke detector monthly for dead batteries or malfunctions
- Check your door locks, window latches and other security devices regularly to be sure they are working properly
- Immediately report the following to Bear Creek staff:
 - Any needed repairs of locks, latches, doors, windows, smoke detectors and alarm systems
 - Any malfunction of other safety devices outside your apartment such as burned-out lights in stairwells and parking lots, blocked passages, broken railings, etc.
- Close curtains, blinds and window shades at night
- Mark or engrave identification on valuable personal property

Outside Your Apartment

- Close and latch your windows while you are gone, particularly when you are on vacation
- Tell your roommate(s) where you are going and when you will be back
- Do not walk alone at night
- Do not give access cards or keys to anyone
- Use lamp timers when you go out in the evening or go away on vacation
- Carry your access card in your hand, whether it is daylight or dark, when walking to your entry door. You are more vulnerable when looking for your access card at the door

Your Vehicle

- Lock your car doors while driving. Lock your car doors and roll up the windows when leaving your car parked
- Whenever possible, do not leave items such as iPods, CDs, wrapped packages, briefcases or purses in your car in plain view
- Do not leave your keys in the car
- Never set your keys down in your car while getting things, you risk locking them in your car
- Carry your key ring in your hand while walking to your car whether it is daylight or dark, and whether you are at home, school, work or on vacation
- Try to park your car in an off-street parking area rather than on the street. If you park on the street, park near a streetlight
- Check the backseat before getting into your car
- Do not stop at gas stations or automatic teller machines at night or anytime when you suspect danger

Personal Awareness

No security system is failsafe. Even the best system cannot prevent crime. Always be aware of your surroundings, and always proceed as if security systems do not exist since they are subject to malfunction, tampering and human error. The University of Colorado Boulder and HDS staff disclaim any express or implied warranties of security to the fullest extent

permitted by applicable law.

Fire Safety

Bear Creek is committed to assisting you in having a safe experience while residing at Bear Creek Apartments, and expect you to know and comply with our fire safety regulations. First and foremost, Bear Creek is dedicated to your welfare and works hard to educate, prevent and respond to fire related emergencies. It takes all members of the community to prevent fires. Bear Creek takes this responsibility seriously and requests your assistance in preventing fires. Violations of the policies below may result in penalties.

Sprinklers and Alarms

Each room is equipped with automatic fire suppression sprinklers. Sprinklers are activated by heat/fire, not smoke. Each room is equipped with a smoke alarm and most are battery-powered. **Tampering with or deactivation of smoke alarms is not allowed** and is a cause for contract termination and/or prosecution. If Bear Creek staff observes a detached, removed or disarmed smoke alarm or building alarm you will be fined and prosecuted.

Sprinkler equipment needs to be free of any obstructions. Playing with Frisbees, footballs, etc. in apartments or in hallways is not allowed as sprinkler heads may be damaged and/or activated. Sprinklers are sensitive to heat and pressure. Sprinklers will activate if items are hung on them, if they are bumped, or if they are exposed to heat. Keep hot items away from sprinklers and **do not hang anything from sprinkler heads**. If the sprinklers are activated, they immediately release hundreds of gallons of water into your apartment. They are designed so that all the water drains out of the pipes before they can be turned off. If activated, they will damage all personal items and furniture in your apartment and other apartments. You will be billed for any resulting damages in your apartment and other apartments. Take a few moments to locate the sprinkler heads placed throughout your apartment and consider their location in relation to your belongings and possible activities. Be aware that they may be located in closets and bathrooms.

Fire alarms are located throughout the buildings. Alarms will sound throughout the building when any fire sprinkler or manual pull station is activated. Boulder Fire Department responds to all alarms. Students may be held liable for damages to individuals or property caused by tampering with fire and life safety systems. You must evacuate the building when the fire alarm sounds.

If your smoke detector is beeping or chirping, the internal 9-volt battery is low. You can request the maintenance staff to replace it for you by submitting a work order at: fixit.colorado.edu. **DO NOT disable your smoke detector or alarm**. The intentional sounding of any smoke alarm is prohibited. You must not disconnect or intentionally damage any fire safety device or signage including smoke detectors, or remove the battery without immediately replacing it with a working battery. **Tampering with apartment or building alarm systems may result in immediate termination of this contract and prosecution**. Residents are responsible for reporting any malfunctioning smoke detectors to Bear Creek staff.

Fire Hazards

The following items are potential fire hazards and are prohibited:

- Candles: open flames and hot wax may ignite other flammable items

- Hover boards: safety concern for catching on fire
- Beanbag chairs: may produce highly toxic smoke in the event of a fire
- Wall hangings: may obstruct fire sprinkler heads and add fuel in case of fire
- Toaster ovens/grills
- Incense: hot ash may drop onto cloth or papers causing a fire
- Halogen lamps: contain hot gas that may quickly ignite (read the boxes and labels of desk top study lamps)
- Christmas trees with lights
- Smoking
 - If you smoke in your apartment you are in violation of your contract
 - You may be charge \$300 or more for smoke related damage to your apartment
- Grills and smokers
- Seasonal décor: unless made of non-flammable material
- Space heaters: may overheat and ignite nearby material
- **Fireworks are not permitted in or around the apartment community at any time**

You must immediately call 911 in the event of a fire emergency.

Emergency Fire Procedures

If you are cooking and get smoke in your apartment, but there is no danger of an actual fire, **do not open your door**. If smoke gets into the halls, it will trigger a building-wide alarm. Just open your window and turn on bathroom fans to let the smoke out.

If you do trigger a fire alarm, tell a Bear Creek staff member or the fire department immediately where the alarm was triggered. This will save the fire department time.

Students **must evacuate** when the fire alarm sounds. Very few alarms are caused by equipment malfunction; therefore, every alarm must be taken seriously. CUPD may arrest or give tickets to residents who do not evacuate the building.

It is important for you to **use the exit nearest your room**. Always **use the stairs** when evacuating. Elevators may become inoperable during a fire alarm. Gather together at least 20 feet from the building. Do not re-enter the building until the fire department notifies you that it is safe. If hallways are filled with smoke, remain close to the floor. The on-site staff will give any further instructions.

Flood Instructions

Never try to drive through a flooded area or standing water. Most people who die in floods are in their vehicles at the time.

Never attempt to outrun a flood in your vehicle. Abandon the vehicle and climb to safety. If you are in a building located along Bear or Boulder Creek and hear the warning sirens sound, move to higher ground or to an upper floor immediately. People in Boulder may have only a few minutes warning that a flash flood is approaching.

Stay tuned to local radio stations for information.

Do not try to cross Bear or Boulder Creek when the warning sirens sound. If you are on

the north side of Boulder Creek, proceed to higher ground to the north as quickly as possible. On East Campus, go to the ARC Building at 3100 Marine St., sixth floor. (Remember, warning sirens are tested at 10:00 AM the first Monday of every month from April through August.)

Flood Season

There are some areas in Boulder especially along Boulder Creek and along some sections of Bear Creek that may experience occasional and possibly severe out of bank flooding.

The flood season runs typically from April through September although flooding could happen at any time of the year. Listen to local media radio and television outlets for flash flood watch and warning information as well as updates. The following is a list of possible notification phases that may be activated.

- **Increased Awareness Phase:** Emergency Management Systems are activated and officials are carefully monitoring weather patterns and the stream systems for the potential of flash flooding. Typically, there will not be an announcement to the general public when this phase is initiated however a number of University of Colorado officials including Housing & Dining Services leadership will be notified of the potential situation.
- **Watch Phase:** The watch phase is initiated when the National Weather Service issues a Flash Flood Watch that includes the city of Boulder. The Urban Drainage Flood Control District will likely also issue a Message Two Alert during this time. University officials will be notified of the flash flood watch and should take the preparedness steps that have been predetermine to be triggered by a flash flood watch for the city of Boulder, unless personnel deem it is unsafe to do so. The general public will be notified that conditions exists that may cause flash floods in the city of Boulder.
- **Warning Phase:** The Warning Phase is initiated when the National Weather Service issues a flash flood warning for the city of Boulder. A flash flood warning means that flash flooding is imminent in the area. The Urban Drainage and Flood Control Districts may also issue a Message Three Alert. Sirens along Boulder Creek will sound instructing persons to climb to higher ground. If you are in a Building where flooding is likely to occur, please move up to the second floor or above (unless you have been instructed to evacuate to another location) and remain there until you are notified that by officials that it is safe to leave.

Tornado Safety

Tornado Watch Means: *"Heads Up"*

The weather conditions in this part of the country suggest tornados may form. If a tornado watch is taking place, gather a radio and flashlight and be prepared to act quickly in case of a tornado warning. Listen for warnings on your battery operated radio on stations KOA 850AM, KBCO 1190AM or 97.3FM, or KGNU 88.5 AM.

Tornado Warning Means: *"Take Cover"*

A tornado has actually been sighted or indicated by radar in the area. If a tornado warning is issued, **Take cover immediately!** Go to the first floor internal hallways. Stay away from windows, doors and outside walls, especially those on the east side of the buildings. Do not attempt to close windows or watch/video the tornado!

Falling and flying debris is the major cause of death and injury during a tornado— stay in place and take cover. Use mattresses or blankets to shield you from debris. If you cannot proceed to a lower level, seek shelter in a bathroom in your apartment and use mattresses for protection.

After the tornado passes, listen for the all clear message that will be heard on the radio. Another siren blast signals another warning, not an all-clear signal.

Renter's Property

The university assumes no responsibility 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, including damages caused by pest issues. This includes losses that occur in the student's room, storage room, public areas other areas of the hall, or in baggage handling or storage. **Students are encouraged to carry their own personal property insurance.**

University Disclaimers

Model Disclaimer

The model apartment unit, (located within the apartment community) including but not limited to the carpet, floor coverings, paint, counter tops, fixtures, appliances, furniture and window treatments, shown to resident is intended to be representative of the general quality, quantity and type of construction and materials which the University of Colorado Boulder intends to use in the apartment unit to be contracted to a resident. The actual colors, styles, sizes, shapes, models, designs, materials, manufactures, upholstery, windows and window treatments of these items in the apartment unit to be contracted to a resident may vary. The actual apartment to be contracted may vary in approximate size, square footage and layout. The actual apartment to be contracted will not include the lighting, lamps, pictures, clothing, unattached appliances, other personal property and decorations contained in the model for display purposes. The actual furniture provided may vary by number of beds and baths contracted by resident.

Liability of University of Colorado Boulder

If the University of Colorado Boulder violates this contract, before you bring any action against University of Colorado Boulder for such violation, you must first give HDS written notice of the nature of the HDS violation and allow the University of Colorado Boulder thirty (30) days to cure the alleged violation.

Safety

The University of Colorado Boulder and HDS staff do not guarantee your safety or security. You must exercise due care for your safety and security and the safety and security of others. Read the safety guidelines attached to this contract as exhibit B.

None of the University of Colorado Boulder's or HDS staff's safety measures is an express or implied warranty of security or a guarantee against crime or of a reduced risk of crime. The University of Colorado Boulder and HDS staff are not liable to you or any of your guests for injury to persons or damage or loss to property caused by the criminal or negligent conduct of other persons. The University of Colorado Boulder and HDS staff are not obligated to furnish security personnel, security lighting, security gates or fences or other forms of

security, and the University of Colorado Boulder and HDS staff may discontinue any of such items provided at any time without notice. You are responsible for your own safety and security.

General

Timing is very important in the performance of all matters under this contract, and all deadlines will be strictly enforced. Your execution of this contract confirms that you are not entitled to rely on oral promises, representations or agreements made by the University of Colorado Boulder, HDS staff or any of their representatives, and that this contract is the entire agreement between the parties. The University of Colorado Boulder makes no representations or warranties that all residents of the apartment community will be students. The University of Colorado Boulder's and HDS staff's representatives (including management and leasing personnel, employees and other agents) have no authority to waive, amend or terminate this contract or any part of it and have no authority to make promises, representations or agreements that impose duties of security or other obligations on the University of Colorado Boulder. All contract obligations are to be performed in Boulder County. Unless this contract clearly states otherwise, all sums owed by you are due upon demand. The University of Colorado Boulder's and HDS staff's delay in enforcing, or failure to enforce, the University of Colorado Boulder's and HDS staff's rights shall not be a waiver under any circumstances of the University of Colorado Boulder's and HDS staff's future right to enforce such rights. If any part of this contract is not valid or enforceable, it shall not render the remainder of this contract invalid or unenforceable. Should a conflict between the Resident Handbook and the Contract occur, the Contract will be the governing document.

HDS Staff / Notices

HDS staff are the staff of the apartment community, but HDS staff is not responsible or liable for the University of Colorado Boulder's obligations under this contract. Any notices you need to send to HDS staff under this contract (other than service of process on the University of Colorado Boulder) are to be delivered to HDS staff and the University of Colorado Boulder. HDS staff is not authorized to accept service of process on behalf of the University of Colorado Boulder. HDS staff's address for purposes of service of process on HDS staff is: 6000 Bear Creek, Boulder, Colorado, 80310. The University of Colorado Boulder's address for purposes of service of process on the University of Colorado Boulder is: Bear Creek I, LLC, P.O. Box 1140, 4740 Walnut Street, Boulder, Colorado 80306, Attention: General Counsel.

The exercise of any remedy by the University of Colorado Boulder shall not be deemed to exclude or waive the University of Colorado Boulder's right to exercise against you any other right or remedy that the University of Colorado Boulder might have. After the University of Colorado Boulder gives you notice to leave the premises, even if the University of Colorado Boulder accepts rent or other sums due, such acceptance does not waive or diminish the University of Colorado Boulder's continuing rights of eviction or any other contractual or statutory right unless the University of Colorado Boulder specifically agrees to do so in writing.

In the event the University of Colorado Boulder brings an action against you because of your violation of this contract, the University of Colorado Boulder shall be awarded all costs or fees involved, including reasonable attorneys' fees in addition to any remedies awarded, as part of any judgment.

Liability / Indemnity

Neither the University of Colorado Boulder, nor HDS staff, nor their respective employees, agents and affiliates, will be liable to you or any of your guests for injury, damage or loss to person or property caused by the criminal conduct of other persons including, without limitation, theft, burglary, assault, vandalism or other crimes, or your personal conflict with your roommates. Except as required by applicable law, the University of Colorado Boulder shall have no duty to remove ice, sleet or snow in the apartment community, but the University of Colorado Boulder may do so in whole or in part, with or without notice to you

Resident does hereby indemnify the University of Colorado Boulder and HDS staff and holds the University of Colorado Boulder and HDS staff harmless against all claims for personal injury sustained by resident and resident's guests in their use and enjoyment of the common areas or other provided facilities and amenities.