

Housing & Dining Services

Residence Hall Summer Contract, 2018

EXECUTION OF THIS CONTRACT

Applicants must complete, sign, and submit this contract, along with a completed Housing & Dining Services application, and a \$300 security deposit. **The \$300 is forfeited if at any time this contract is not fulfilled.**

This contract will be effective, and assignments confirmed, only upon applicant's completion of and deposit payment for the Housing & Dining Services application and contract. If assignment cannot be guaranteed, or if there is substantial delay in confirming assignments, the applicant will be notified.

This application is for summer accommodations only. Students contracting for housing prior to the first day of classes each term are charged the full term rate regardless of the date they check-in to their accommodations. Students contracting for housing on or after the first day of classes are charged on a pro rata basis.

ELIGIBILITY

Only individual persons regularly enrolled on the Boulder campus or the Division of Continuing Education for six (6) or more credits may reside in the residence halls unless permission is given by the Office of Occupancy Management. Students who are younger than 16 years of age or older than 24 years of age need to contact our office prior to submitting an application.

If a registered sex offender was admitted to the University, the Admissions Crime Review Committee will then determine whether the student will be allowed to reside on campus. If the registered sex offender is then permitted to reside on campus, they must comply with registration requirements mandated by state law, as well as register with the University of Colorado Boulder Police Department. If a student is convicted for a sex offense after they have been admitted to the university, the student must also comply with registration requirements, including registering with the University of Colorado Boulder Police Department. Furthermore, the student must notify the Director of Residential Programs and Services of such conviction for a sex offense for purposes of determining whether the student may be permitted to remain in university housing.

Students enrolled for Maymester are assigned to a designated hall. Accommodations are for room only. Room charges will be placed on the students Bursar's account. Students may move in after 1:00 p.m., Thursday, May 10, 2018 and move out before 10:00 a.m., Saturday, June 2, 2018. (Move in and move out dates/times, and hall of assignment are subject to change.)

Students may move in after 10:00 A.M. on Sunday, June 3, 2018 for terms A, C, and D, and after 10:00 A.M. on Monday, July 8, 2018 for term B. Unless advance notice is provided, students must occupy their rooms no later than the first day of classes for the term in which they are enrolled or the rooms are released to other students.

The first day of classes for the 8-week (C), 10-week (D), and first 5-week (A) terms is Monday, June 4; for the second 5-week term (B), the first day of classes is Tuesday, July 10, 2018.

All residents must vacate their rooms before 10:00 a.m. on the day after final examinations for the term. If changes in the university academic calendar require changes in residence halls occupancy and

meal service dates, notice will be sent with hall assignment letters.

The university reserves the right to change the terms of this contract at any time. Written notice will be provided to the student within 30 days of such changes.

FRESHMAN RESIDENCY POLICY

Subject to the availability of space, the university requires that all students admitted as first-year freshman, regardless of transfer credit standing, live in a university residence hall and carry a traditional meal plan for two academic-year semesters. (Summer term(s) are not applicable toward this requirement.) If freshman students are married, live with parents/legal guardians and wish to commute from home, or are age 21, they may petition to be released from the freshman live-on requirement. Requests for permission to reside off campus for other reasons are considered on their own merit, taking into account individual circumstances. Petitions should be filed with the Office of Occupancy Management before applying for housing.

NONDISCRIMINATION

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

ASSIGNMENT OF ACCOMMODATIONS

Normally, priority for building and room assignment is based upon eligibility for, and established capacities of residence halls, as well as the date on which this contract, the housing application, and the \$300 security deposit are received by Occupancy Management.

All university residence halls and dining facilities are designated nonsmoking environments. This includes all residence hall public areas such as lobbies, hallways, lounges, bathrooms, and dining facilities, as well as all student rooms or living space. Subject to the availability of space, the university allows assignment of accommodations according to requested preferences on a nondiscriminatory basis. **However, the university does not guarantee assignments to a particular building or unit, type of accommodation, or with a specific roommate. The residence halls available for occupancy during summer 2017 are subject to change.** Roommate requests can be granted when space is available, the requests are mutual, applicants are eligible for requested space, and all applications are received.

The university reserves the right to make alternative assignment decisions or reassign students for such reasons as the university determines appropriate. These reasons include, without limitations: the uses of temporary accommodations when permanent space is not available; construction, renovation, and/or maintenance activities; roommate conflicts; health, safety, and/or security concerns; pending disciplinary action; and noncompliance with university regulations. Room reassignment, utility or facility disruptions, planned renovations and/or construction projects, or class conflicts with meal serving periods, shall not result in the reimbursement or reduction of room and board rates referenced in this contract.

Accommodations are assigned at maximum design capacity. Unoccupied rooms and/or spaces are reserved for use by the university. **If a vacancy occurs in an assigned room, the remaining resident(s) of the room agree(s) to accept other roommate(s) as assigned by the university.** Student requests to change rooms are honored only with advance and written approval from housing staff.

The university reserves the right to consolidate single occupants residing in multiple occupant capacity rooms. Furthermore, when it is necessary to assign a single occupant to a double room, or to allow a single occupant to remain in a double room, the occupant is charged at the single room rate. (A comparable rate change would also be assessed to occupants of other types of multiple occupant capacity units, such as rooms with bath, suites with bath, two-person apartments, and buffets that are occupied by fewer residents than design capacity.)

The university reserves the right to refuse housing and dining to any student who is delinquent in the payment of housing and dining bills, who has demonstrated an unwillingness to abide by housing and dining rules and regulations, or who exhibits behavior that is incompatible with the maintenance of order and propriety in the residence halls or dining operations.

DINING SERVICES

Most rooms are rented on a room and board basis. Nineteen meals (three meals per day, Monday through Friday, and lunch and dinner on Saturday, Sunday, and the 4th of July) are served each week in the Center for Community Dining Center. The full meal plan (19 meals per week, Thursday– Wednesday), and the 10 meals per week plan (Thursday– Wednesday). The number of meals in each plan is measured by the total number of times a student enters the dining facility. Meal plans and dining facility subject to change. Students who do not indicate a preferred meal plan on their summer housing application are automatically assigned the full meal plan (19 meals per week).

A limited number of room-only arrangements (accommodations without a meal plan) are available to non-freshman students assigned to Reed Hall. (In this context, non-freshman refers to sophomore, junior, senior, or graduate students.) If a room-only arrangement option cannot be assigned to a non-freshman student requesting it, the 10 meals per week plan is assigned. Students may change their meal plan preferences by submitting their requests in writing to the Occupancy Management Office, Center for Community, 154 UCB, Boulder, CO 80309-0154, or send an email to studenthousing@colorado.edu.

A student is allowed to enter a dining center up to four times per day during meal serving periods. Unused meal access to dining centers does not roll forward to the next week and is not refundable. Refunds or discounts are not granted for missed meals. Missed meals are not transferable to others.

Dates of dining service are subject to changes in the summer calendar. The first meal of each summer session is lunch on opening day for the residence halls. The last meal of each summer session is dinner on the last day of final exams.

Alternative meal arrangements are not available. Students with dietary needs should contact the Dining Services' Registered Dietitian at 303-492-6325 to receive dietary information and available menu choices.

Releases from meal plan assignments are generally not granted unless a student terminates occupancy from the residence halls. However, the student may petition for release. The Disability Medical Accommodation Form can be obtained by contacting Occupancy Management or Dining

Services. The student will receive a decision generally within 10 university business days of submission, and such decision is at the discretion of the university. Students with approved meal plan releases may be reassigned to other halls and/or room types with kitchens.

DISABILITIES AND MEDICAL CONDITIONS

Students with disabilities and/or serious medical conditions requiring academic/learning accommodations must contact Disability Services as soon as possible. For housing/living accommodation needs, the student should contact Occupancy Management as soon as possible to discuss the process for requesting reasonable housing accommodation options. Students who have a documented disability and disability-related need to have an assistance animal must contact [Occupancy Management](#).

COMMUNITY CLEANING

Daily cleaning service is provided only for community areas and community bathrooms. Residents are responsible for maintaining assigned living areas, including kitchens and/or private or semi-private bathrooms, in a clean and orderly condition.

NO SMOKING POLICY

The no smoking policy at CU-Boulder means people may not smoke any substance including, but not limited to, tobacco, cloves, vapor cigarettes or marijuana indoors and outdoors. The policy covers university-owned and operated campus grounds, including but not limited to all outdoor common and educational areas, all university buildings, university-owned and on-campus housing, campus sidewalks, campus parking lots, recreational areas, outdoor stadiums and university-owned and leased vehicles.

MARIJUANA PROHIBITED

Possession, use and distribution of marijuana in the residence halls is 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, use or distribute marijuana in the residence halls, or in any public area of the University. Residents who receive a Medical Marijuana Registry Identification Card prior to or during residency in the residence halls 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 will be released from a Housing & Dining Services Contract without financial penalty.

MISSING PERSONS INFORMATION

As required by federal law, every resident will be given the option of providing confidential contact information which will be used in the event that the resident is reported to be missing. The confidential contact is not required to be a parent or guardian if the resident is 18 years of age or older. Parents or guardians will be called if the resident is non-emancipated and under the age of 18 within 24 hours after the resident is determined to be missing. Regardless of the student's age, law enforcement will be notified within 24 hours of the determination of a missing student. During the residence halls application process, every student will be asked to identify that confidential contact. If the student does not wish to list a contact, they may decline to do so.

PAYMENT OF CHARGES

The student agrees to pay the residence halls' room and board fees and other charges (e.g., damages, lock changes, etc.) at the time scheduled by the university. Failure to pay will result in the student's name being placed in the university debt file, resulting in a block on future registration for classes or

the release of academic transcripts and termination by the university of this contract.

PEST CONTROL

Pests can pose significant problems to people, property, and the environment. All universities are located in areas where pests can be present. Furthermore, many retail products on the market may not be effective against some pests, such as bedbugs. However, Housing & Dining Services is committed to an effective and efficient response to students who report pests such as roaches, bedbugs, mice, or any other insect or vermin in rooms, units, or other parts of communities.

Regular pest control measures include inspections, structural and housekeeping controls, and material treatments as needed. Housing & Dining Services reserves the right to enter and treat any living space as required for pest control/management. To report a pest sighting, and instead of using pesticides themselves, students must contact the community's 24-hour desk or Housing Facilities Services at 303-735-5555 as soon as possible. Students will not be refunded housing charges when pest control is being done to their rooms, and students may be moved to other housing as necessary, including on a permanent basis. The university reserves the right to unilaterally terminate this contract if it is required to remediate a room for bedbugs more than twice.

PETS

No pets or animals may be brought into the residence halls with the exception of approved service or assistance animals and small aquatic life (fish and small turtles) permitted in an aquarium not to exceed 10 gallons in volume. (See the Disability and Medical Conditions section of this contract for additional information on assistance animals.)

SUMMER 2018 RESIDENCE HALL RATES

Residence halls scheduled for use in the summer of 2018 are Willard and Reed Halls. The hall assignment schedule is subject to change.

The table [here](#) shows the summer 2018 room and board rates. Except noted, all prices include room and board, and are quoted on a per-person, per-term basis. No refunds are given for meals missed.

Residents should check their student account with the Bursar's office for further information on payment due dates.

Please note: participation in a 19 meal per week plan is mandatory for all first-year students living in the residence halls for a summer 2018 term. Maymester students can purchase a 25 block plan as a traditional meal plan is not available.

RESPONSIBILITY FOR DAMAGE

The university will charge students for damage, or loss to university property if the university determines that such damage or loss is a result of the student's carelessness or misconduct. Damage within the student room is the joint responsibility of the persons assigned to the room unless individual responsibility is determined.

RIGHT OF ENTRY

The university respects the need for, and right to, privacy of each resident. However, the university reserves the right to enter and inspect student rooms at any time when it is deemed necessary to protect and maintain university property, including residential computer network (ResNet) lines and their appropriate usage, to assure the safety of residents, to promote environmental health and safety, and/or to facilitate the maintenance of discipline and an educational atmosphere.

STUDENT CODE OF CONDUCT

Students are bound by residence hall policies and procedures, the student code of conduct and the Office of Institutional Equity and Compliance's Process and Procedures ("OIEC P&Ps"). Signing this contract acknowledges that the student has access to the code and OIEC P&Ps and will abide by the policies set forth by the University of Colorado Boulder. The Code of Conduct is found at www.colorado.edu/osc.

The residence hall handbook is found at:

https://living.colorado.edu/sites/default/files/attached-files/2017-18_residencehallpoliciesregulationsandstandardsconduct_semifinal_mw_edits.pdf

A violation of residence hall policies, the student code of conduct or OIEC P&Ps can result in relocation, termination of this contract, and/or other university action.

STUDENT 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. 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.**

TELECOMMUNICATION AND DATA ACCESS

Campus networking, managed by the Office of Information Technology, provides both high speed wired and wireless access to the Internet for all residence hall students. Wireless service is available in all residence halls and each student unit has a wired Ethernet jack. Campus network support services are available to all residents.

All residents are strongly encouraged to bring their own cellular phones and service. Public telephones are located in designated areas in all residence halls without 24-hour desks for student use in making free local calls.

A hardship case request can be made for activation of local land-line phone services in your unit for a nonrefundable fee of \$500 per academic year. To make such a request, contact the Occupancy Management office at 303-492-6673 to complete the necessary forms. Students making a special room land-line request need to allow three weeks for activation. The nonrefundable fee of \$500 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 basic telephone handset.

Students are required to comply with guidelines for the acceptable and fair use of university and/or Housing & Dining Services computing and network resources, and telephone and cable television networks. Any person who uses these resources in violation of law or policy may be subject to loss of privileges, disciplinary action, personal liability, and/or criminal prosecution. Information technology policies contained in the University of Colorado Boulder websites (<http://www.colorado.edu/its/policies> and housing.colorado.edu) are made part of this contract.

USE OF FACILITIES

Student rooms and furnishings are to be used in the manner for which they were designed. No university property, including room and lounge furnishings, may be moved within the building or taken from the building without written authorization of the hall director.

WEAPONS/FIREARMS

This contract is conditioned on the resident's agreement not to bring any weapon or firearm, including any handgun(s) carried in accordance with the Colorado Concealed Carry Act, 18-12-201, et. seq., C.R.S., into any residence hall. With regard to any weapons other than handguns carried in accordance with the Colorado Concealed Carry Act, 18-12-201, et. seq., C.R.S., University Policies, rules and regulations prohibit weapons and firearms from being brought into any residence hall. Notwithstanding any other language in this contract, the University may terminate this contract immediately for violation of this paragraph. Students who obtain a Concealed Carry Permit and wish to carry a handgun in accordance with the permit must notify the executive director or designee and will be released from their Housing & Dining Services Residence Halls Contract without financial penalty.

TERMINATION OF HOUSING & DINING SERVICES CONTRACT BY THE STUDENT BEFORE OCCUPANCY

To terminate this contract prior to occupancy, you must notify Occupancy Management, Housing & Dining Services, Center for Community, S300, 159 UCB, Boulder, CO 80309-0159. Notification must be in writing and, if mailed, the postmark on the envelope is used as the date of termination. Or you can send an e-mail to studenthousing@colorado.edu. Termination by the student prior to occupancy results in the forfeit of the \$300 non-refundable security deposit.

Note: If a student applies for housing on the University of Colorado Boulder campus and later elects to attend another University of Colorado campus, the refund policies and cancellation fees listed above will still apply.

TERMINATION OF HOUSING & DINING SERVICES CONTRACT BY THE STUDENT AFTER OCCUPANCY

If a resident withdraws from the university at the end of a term that is shorter than the term indicated on the front of the application, no penalty is charged provided two-week notice is given.

Residents who officially check out (personally sign out and have building and room access deactivated on Buff OneCard) of the residence halls at any other time and for any other reason are charged for the period of occupancy plus a \$300 termination fee. There is no refund for checkout during the last 10 days of a term.

If termination occurs for any reason, the student must officially check out (personally sign out and have building and room access deactivated on Buff OneCard) at the residence hall office during business hours. Special arrangements must be made with the office staff for checkout at other times. Failure to check out properly may result in continuation of room and board charges.

Freshman students may not terminate this contract for any reason unless they are withdrawing from school. If circumstances beyond the control of the student render it unreasonable for the university to expect the freshman student to continue living in the residence halls, the student may petition for release from this contract. The written petition should be addressed to the Associate Director of Occupancy Management or designee. The student will receive written approval or denial generally within 30 days of submission. The student is not released from this contract until the petition has been approved in writing by the Associate Director of Occupancy Management or designee.

After occupancy, this contract may be terminated without the \$300 termination fee ONLY for the following reasons:

- Graduation
- Withdrawal from the university. If the student withdraws from the university, notice of withdrawal must be presented to Housing & Dining Services.
- Documented severe personal problems beyond the control of the student that occurred after the student signed the housing contract. If the circumstances render it unreasonable for the university to expect the student to continue living in the residence halls, the student may petition for release from this contract. The written petition should be addressed to the Associate Director of Occupancy Management or designee. The student will receive written approval or denial of the petition within 30 days of submission. The student is not released from this contract until the petition has been approved in writing by the Associate Director of Occupancy Management or designee. If approved, the student's housing account will be adjusted accordingly.

The university will finalize and send notice of any outstanding charges or refunds due to the student's permanent address of record generally within 60 days of the termination of occupancy.

TERMINATION OF HOUSING & DINING SERVICES CONTRACT BY THE UNIVERSITY

The director of Housing & Dining Services, or designee, may immediately terminate or suspend this contract if she/he determines that:

- The student and/or situation poses a potential danger to individuals and/or community.
- The student fails to make payment of charges as required by this contract.
- The student has been subjected to disciplinary action through the Office of Student Conduct or Housing & Dining Services.
- The student is no longer enrolled at the university.
- The student breaches any term or condition of this contract.

The university may also terminate or suspend this contract for failure to comply with policies and rules contained in the following documents, which are incorporated by reference and made a part of this contract: University of Colorado Boulder Housing & Dining Services Residence Halls Application, the Residence Halls Policies and instructions contained online at housing.colorado.edu, and University of Colorado Students' Rights and Responsibilities Regarding Standards of Conduct (see http://www.colorado.edu/studentaffairs/studentconduct/download/s/Studentconduct_policiesandprocedures-2012-13.pdf). If this contract is terminated by the university, the student will be subject to the financial penalties for terminating occupancy stated in the above section titled "Termination of Housing & Dining Services Contract by The Student After Occupancy."

MISCELLANEOUS

The parties agree that this contract supersedes any and all prior written or oral agreements, and there are no covenants or agreements between the parties except as set forth herein with respect to the use of the residence halls. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever unless embodied herein in writing. Accordingly, this contract is an integration of the entire understanding of the parties with respect to the matters set forth herein.