

Housing & Dining Residence Hall Summer Contract, 2019

EXECUTION OF THIS CONTRACT

Applicants must complete, sign, and submit this contract, along with a completed Housing & Dining 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 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.

Note: Application for, and confirmation of, admission to the university and application for residence halls assignments are separate transactions, acted upon separately by the university. The security deposit required for housing is distinct and separate from the enrollment deposit required for admission to the university.

FRESHMAN LIVE-ON POLICY

Subject to the availability of space, the university requires that all students admitted as first-year freshmen, 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 freshmen 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 Occupancy Management before completing a housing contract.

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 not high school graduates, 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 during Maymester are for room only and does not include a meal plan. Room charges will be placed on the students Bursar's account. Students may move-in after 1:00 p.m., Thursday, May 9, 2019 and move-out

before 10:00 a.m., Saturday, June 1, 2019. (Move-in and move-out dates/times, and hall of assignment are subject to change.)

Students enrolled for terms A, B, C, and D are assigned to a designated hall. Accommodations terms A, B, C, and D are for room and board charges, which will be placed on the students Bursar's account. Students may move-in after 10:00 A.M. on Sunday, June 2, 2019 for terms A, C, and D, and after 10:00 A.M. on Sunday, July 7, 2019 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 3; for the second 5-week term (B), the first day of classes is Tuesday, July 9, 2019.

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.

Note: An assignment correspondence is sent to each prospective resident indicating move-in dates and times. Occupancy dates are subject to changes in the academic calendar.

NONDISCRIMINATION

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

ASSIGNMENT OF ACCOMMODATIONS

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

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 2019 are subject to change.**

The university reserves the right to make alternative assignment decisions or reassign students for such reasons as the university determines appropriate. These reasons include, but are not limited to: 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 not guaranteed and only honored with advance and written approval from housing staff.

The university reserves the right to consolidate individual occupants residing in multiple occupant capacity rooms. Furthermore, when it is necessary to assign an individual occupant to a double room, or to allow an individual 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 studios 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

Residents during Maymester can purchase a 25 block plan as a traditional meal plan is not available. During Maymester, Farrand will be open Monday, May 13, 2019 through Friday, May 31, 2019 for breakfast and lunch, excluding Saturdays, Sundays, and Monday, May 27, 2019.

Residents during terms A, B, C, and D are required to carry a meal plan. Options for residents are the full meal plan (19 meals per week, Thursday–Wednesday) and the reduced meal plan (10 meals per week, Thursday–Wednesday). The 10 or 19 Meal Plan is strictly for use by the meal plan holder. A dining center will be open Sunday, June 2, 2019 through Friday, August 9, 2019. Breakfast, lunch, and dinner are served from Mondays through Fridays. Brunch and dinner are served on Saturdays, Sundays, and the 4th of July. Dining locations and hours subject to change.

ABOUT MEAL PLANS

Students during terms A, B, C, and D who do not indicate a meal plan preference on their housing application are assigned to a traditional 19 Meal Plan.

The number of meals contained in each traditional meal plan generally determines the number of times a student may enter a dining center per week. A student is allowed to enter a dining center up to four times per day during meal serving periods. Unused meals do not roll forward to the next week and are not refundable. Refunds or discounts are not granted for missed meals. Missed meals are not transferable to others. If a student terminates occupancy during the summer term, their meal plan charges are prorated from the date of checkout to determine the amount of meal plan credit returned to the student.

Dates of dining service are subject to changes in the academic calendar. The first meal of each semester is lunch on opening day for the residence halls, not including Maymester. The last meal of each semester is dinner on the last day of final exams.

Alternative meal arrangements are not available. Students with dietary needs should contact the Campus 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 Accommodations Request form can be obtained by contacting Occupancy Management. The student will receive a decision generally within 10 university business days of submission, and such decision is at the discretion of the university.

Entrance to the dining halls require a Buff OneCard and active meal plan. Students may not transfer meals, share the meal plan, or loan a Buff OneCard to any other person for entrance to the dining hall. Allowing unauthorized use of the meal plan privileges may result in additional charges, cancellation of meal plan privileges, without a refund, and referral to the Student Conduct Resolution Process.

While in the dining hall, students are welcome to eat as much as they like, and carryout items are limited to a piece of fruit or hand-held dessert. Bringing containers into the dining hall for use in removing food or containing outside food is not permitted. Removing any items from the dining hall is prohibited and may involve Campus Police and referral to the Student Conduct Resolution Process.

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 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 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 Occupancy Management to be released from any Housing & Dining Contract executed by the resident. Residents with a documented need for medical marijuana will be released from a Housing & Dining Contract without financial penalty as defined in the termination section(s).

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. In addition to the confidential contact, 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.

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 Facilities Services (HFS) 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. HFS 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 HFS at 303-735-5555 as soon as possible. Students will not be reimbursed 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 service or approved 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.)

RIGHT OF ENTRY

The university respects the need for, and right to, the 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 ensure the safety of residents, to protect and maintain university property (including residential computer network (ResNet) lines and their appropriate usage), to maintain environmental health and safety, and/or to facilitate the maintenance of discipline and promote an educational atmosphere.

FINANCIAL RESPONSIBILITY

The student accepts full responsibility to pay all room and board fees and associated housing and dining fees assessed as a result of this agreement and/or receipt of services (e.g., damages) by the scheduled due date. Failure to pay or make acceptable payment arrangements to bring the student's account current 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. If necessitated due to non-payment, the University may refer a delinquent account to an outside agency. If the student account is referred to outside agency, the delinquency may be reported to national credit bureaus and the student may be responsible for collection costs and reasonable attorneys' fees allowed by the laws of the state of Colorado. Pursuant to Colorado Law (C.R.S. § 23-5-115), in the event of a default of the student's account owed to the university, the university may certify to the Colorado Department of Revenue (DOR) information about the student, including name, social security number, the amount of the debt and any other identifying information required by the DOR. The DOR may then disburse funds to the university in satisfaction of that debt from tax refund amounts owed to the student, if any.

RESIDENCE HALL RATES, SUMMER 2019

Willard Hall is scheduled for use in summer 2019. The hall assignment schedule is subject to change.

The table [here](#) shows the summer 2019 room and board rates. Students contracting for housing and dining prior to the first day of classes each semester are charged the full semester rate regardless of the date they check into their accommodations. Students contracting for housing and dining on or after the first day of classes are charged on a pro rata basis. Except noted, all prices include room and board, and are quoted on a per-person, per-term

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

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.

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, or other areas of the hall.

Students are encouraged to carry their own personal property insurance, as they are fully financially responsible for their personal property and any damages caused by them while on university property.

SECURITY DEPOSIT

Applicants must pay a \$300 security deposit at the time they submit the contract and housing application. (If a hardcopy application is submitted, the security deposit check should be made payable to the University of Colorado.) The applicant is liable for the payment of any university charges, including room and board enumerated in the terms of the contract. Within approximately 60 days after the expiration of this contract, if the contract was fulfilled, the university applies the security deposit to the payment of such university charges not otherwise paid by the applicant, and pays the difference, if any, to the applicant. If a new contract for the subsequent academic year is signed by the student (and parent/guardian when applicant is under 18), and the office of Occupancy Management has a security deposit on file for the applicant, the security deposit carries forward to the new academic year.

STUDENT CONDUCT

Students are bound by university policies, including residence hall policies and procedures, the student code of conduct and the Office of Institutional Equity and Compliance's Resolution Procedures ("OIEC RPs"). Signing this contract acknowledges that the student has access to the code and OIEC RPs and will abide by the policies set forth by the University of Colorado Boulder. The Code of Conduct is found at <https://www.colorado.edu/osccr/>. OIEC RPs can be found at <https://www.colorado.edu/oiec/>. The residence hall handbook is found at: <https://living.colorado.edu/housing/what-you-need-know>. A violation of residence hall policies, the student code of conduct or OIEC RPs can result in relocation, termination of this contract, and/or other university action.

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 encouraged to bring their own cellular phones. 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 before July 31, 2019, to complete the necessary forms. Land-line phone requests submitted before July 31 will be activated before residents arrive, otherwise students making a room land-line request need to allow three

weeks for activation. The nonrefundable fee of \$500 per academic year, 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 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/avcit/policy> and living.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. Student rooms are not to be used for business activities, including but not limited to the use of servers and computer systems.

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 Occupancy Management and will be released from their Housing & Dining Residence Halls Contract without financial penalty as defined in the termination section(s).

TERMINATION OF HOUSING & DINING CONTRACT BY THE STUDENT BEFORE OCCUPANCY

To terminate this contract prior to occupancy, you must notify Occupancy Management, 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.

The \$300 deposit is forfeited if the student terminates the contract prior to occupancy. If a student applies for housing on the University of Colorado Boulder campus and later elects to attend another University of Colorado campus, the student may terminate this contract without forfeiting the \$300 deposit.

TERMINATION OF HOUSING & DINING CONTRACT BY THE STUDENT AFTER OCCUPANCY

Residents who withdraw from the University and officially check-out (personally sign out and have building and room access deactivated on Buff OneCard) of the residence hall are charged for the period of occupancy and the \$300 deposit is forfeited.

Residents who officially check-out (personally sign out and have building and room access deactivated on Buff OneCard) of the residence hall prior to the contracted move-out date and for any reason, other than withdrawal from the university, need to provide a two-week notice in writing to studenthousing@colorado.edu. If a two-week notice is received, residents are

charged for the period of occupancy and the \$300 deposit is forfeited. If a two-week notice is not received, residents are charged for the period of occupancy, charged to the end of the next term, and the \$300 deposit is forfeited. There is no refund for check-out during the last 10 days of a term.

If termination occurs for any reason, the student must officially check out (personally sign out of your hall at the front desk 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.

After occupancy, this contract may be terminated without room and board termination penalty **ONLY** for the following reasons:

- Graduation
- Withdrawal from the university, meaning a student is taking zero credits including matriculation, continuing education and online credits for the University of Colorado Boulder. If the student withdraws from the university, documentation of withdrawal must be presented to Housing.
- Submit two-week notice in writing to studenthousing@colorado.edu.
- A granted petition based on documented severe personal problems beyond the control of the student that occurred after signing 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 office of Occupancy Management. The student will receive a written decision of the petition generally within 10 university business days of submission. The student is not released from this contract until the petition has been approved in writing by the office of Occupancy Management. If approved, the student's housing account will be adjusted accordingly.

If the university approves termination of the contract without penalties for any of the above reasons, the forfeiture of the \$300 deposit as per the terms of this contract is not waived.

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 CONTRACT BY THE UNIVERSITY

Pursuant to their policies and procedures, the Office of Student Conduct and Conflict Resolution (SCCR) and/or the Office of Institutional Equity and Compliance (OIEC) are authorized to immediately exclude students from campus housing as a result of alleged or found misconduct. A housing exclusion issued by one of those offices terminates this contract. In such event, the person will receive prior written notice from the appropriate office and a directive to vacate the premises. Failure to comply may result in additional action by the university. Pursuant to the terms of this contract, the individual may be entitled to a credit for housing costs already paid. Any student who is found not responsible, or otherwise cleared by SCCR or OIEC to return to campus housing, may, at one's option, request to reinstate housing if one is otherwise qualified and space is available at the time of such request. If reinstated, the student will be required to re-execute a contract and pay the requisite housing costs.

The Associate Director of Occupancy Management, or designee, may immediately terminate or suspend this contract if it is determined that:

- The student and/or situation pose a potential danger to individuals and/or community.
- The student fails to make payment of charges as required by this contract.
- 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 Residence Halls Application, the Residence Halls Policies and instructions contained online at living.colorado.edu, the OIEC RPs (see: <https://www.colorado.edu/oiec/>) and University of Colorado Students' Rights and Responsibilities Regarding Standards of Conduct (see www.colorado.edu/osc) If this contract is terminated by the university, the student may be subject to the financial penalties for terminating occupancy stated in the above section titled "Termination of Housing & Dining Contract by The Student After Occupancy."

If the university moves a student for conduct-related reasons, the student may be responsible for charges incurred due to the move.

MISCELLANEOUS

The parties agree that this contract supersedes 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 affect 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.