



## **Intern Lodging Individual Contract**

Summer 2024

The parties to this contract are the Regents of the University of Colorado, a body corporate, and the Intern.

### **Defined Terms**

In this contract, the following terms carry the following meanings:

- "Apartment Style Hall" means the Bear Creek or Weber Hall buildings.
- "Available Period of Occupancy" means the general period of dates, starting from the first day any Intern may move into University Housing through the last day any Intern may move out from University Housing.
- "Minimum Stay Period" – Anticipated length of stay, to include at minimum 30 continuous nights of stay.
- "CU Boulder" means the University of Colorado Boulder, a campus of the University of Colorado.
- "Intern" means (for the purposes of Intern Lodging only) a prospective or admitted Intern who has requested to live in University Housing.
- "Occupancy" means the Intern has checked in to and has access to a University Housing space, regardless of whether it is occupied by an Intern or Intern's belongings.
- "Rates" means any charges assessed for housing and/or food services available under this contract to the Intern.
- "University Housing" means CU Boulder's Residence Halls and Apartment-Style Halls.
- "Term" means the effective period of this contract.
- "University" means the Regents of the University of Colorado, a body corporate, the governing board of the University of Colorado system and the employees at CU Boulder acting on the university's behalf to provide services under this Agreement including staff and administrators within CU Boulder's Division of Student Affairs who provide housing or food services.



1. **Effect of Contract**

This contract forms the exclusive agreement between the University and Intern for housing at CU Boulder for summer 2024 (May 18, 2024 – August 3, 2024). To the extent the Intern previously signed a contract for this period, this contract supersedes the prior contract in its entirety.

2. **Intern Eligibility**

- a. Individuals must be eighteen (18) years old by May 18, 2024.
- b. Individuals must be participating in an internship with CU Boulder or in the surrounding area. A proof of internship is required for University Housing.

3. **Intern Steps to Qualify for Assignment**

Before the University will assign an Intern to University Housing, the Intern must:

- a. Complete and submit an application for University Housing.
- b. Sign and submit the Intern Lodging Program contract.
- c. Pay all CU Boulder Intern Lodging Program application charges and deposits (both refundable and non-refundable).

4. **Process for Assigning Intern Spaces in University Housing**

The University has the sole discretion to assign Interns to a space within University Housing or to a space within facilities that are operated through third-party contractors of the University.

- a. Assignments by Gender: The University assigns Interns a space in University Housing based on the Intern's self-identified gender.
- b. Roommate and Other Preferences: While the University will make a good faith attempt to meet Intern's preferences for roommates, building, floor, room type and hall style, Interns must comply with the University's assignments of University Housing and may not change a housing assignment without permission.
- c. No Guarantee of University Housing: While the University will practice best efforts, the University cannot guarantee that an Intern will receive an assignment within University Housing. If the University is substantially delayed in making a housing assignment or is unable to provide an assignment, it will notify the Intern as soon as feasible.

5. **Changes to Assignments**

- a. University-Initiated Changes: University reserves the right to make changes to Intern assignments at any time, for any length of time, and to any location as it determines reasonably appropriate.
- b. Types of University - Initiated Changes: The University may make the following changes to Intern assignments: reassignment to a new room, floor, building, neighborhood, or off-campus facility operated by a third-party contractor who has an



## Conference Services

UNIVERSITY OF COLORADO BOULDER

agreement with the University. The University may assign the Intern one or more new roommates if a vacancy occurs in a multi-occupant room or if behavior issues warrant a change. The University may assign an Intern to a location determined appropriate by the University as necessary to allow for isolation and quarantine due to COVID-19 or other infectious disease and for any other reason, including, but not limited to the following reasons: construction, renovation, facility maintenance activities; pest control; roommate conflicts; health, safety, and/or security concerns, including mitigating risk of infectious disease such as COVID-19; pending Intern disciplinary action; or Intern noncompliance with the conduct and use responsibilities of this contract.

c. Charges for CU University-Initiated Changes: Intern will not experience an increase of Rates because of CU Boulder-Initiated changes in assignments.

d. Intern-Initiated Requests: An Intern who wishes to request a change in housing assignment may submit a request for consideration. The University retains the sole discretion on whether to grant any changes in assignment.

e. Charges for Intern-initiated Requests: An Intern is responsible for any increased Rates because of an Intern-initiated change in assignment.

### 6. **Term and Available Period of Occupancy**

a. Term: This contract is in effect from the date of the Intern's contract signature through the date of the Intern's last Occupancy, or check-out signature, whichever is later.

b. Available Period of Occupancy: The University will determine the Available Period of Occupancy for University Housing, including dates by which it will allow the Intern to move into University Housing and the dates by which the Intern must vacate University Housing. Dates will be published on the Rates and Contracts page of the CU Conference Services' website.

c. Modification of Available Period of Occupancy: The University retains the sole discretion to modify the Available Period of Occupancy, including for any reason the University deems necessary for health and safety reasons. The University will notify the Intern of any modifications as promptly as is feasible under the circumstances.

### 7. **Intern Financial Responsibilities**

a. Application Charge: To qualify for University Housing, the University requires that the Intern remit a payment of **\$50.00** as a non-refundable application charge. This charge addresses a portion of the University's costs to process the Intern's application and deposit.

b. Deposit: To qualify for University Housing, the University may require the Intern to remit a payment of **\$300.00** as a deposit. This deposit addresses potential costs to the University from the Intern's Occupancy, including any excessive cleaning, damage, or loss to University property. This deposit is refundable only to the extent that the Intern does not owe any outstanding amounts upon vacating University Housing. The University, at its sole discretion, may decide to waive the deposit for all Interns and will notify each Intern of any such waiver.



## Conference Services

UNIVERSITY OF COLORADO BOULDER

c. Rates: The University will assess Interns who are assigned to live in University Housing the Summer 2024 Intern Lodging Rates. When the Summer 2024 Intern Lodging Rate is approved by Student Affairs, it will be posted on the Rates and Contract page of the Conference Services' website.

Total room charges are based on the Minimum Stay Period. Rates for this period do not include accommodation tax.

Interns who receive an assignment are responsible for the full Rate regardless of the date they check into or out of University Housing. If an Intern submits an application for University Housing after the move-in timeframe, the University will not assess the Intern for any days that predated the assignment and Rates will be prorated according to the check-in date.

d. Payment of Rates: The Intern shall pay to the University the prorated room charges for the first month in advance of the check-in date. Thereafter, applicable Rates will be posted to the Intern's account with the University each month. The Intern shall remit to the University monthly payments that shall be made **on or before the first day of each month** for the remainder of the Term. If payment is not received by the close of regular business hours on the ninth (9<sup>th</sup>) calendar day of each month, a late fee of twenty-five (\$25) dollars will be assessed to the Intern's account with the University.

If the Intern provides a check that is returned due to insufficient funds, there will be a twenty (\$20) dollar penalty charge added to the Intern's account. The University will contact the Intern and the Intern will have forty-eight (48) hours to make a payment with a certified check or credit card (only). If the Intern fails to pay the balance due within forty-eight (48) hours of the due date, the Intern will be excluded from CU Boulder property that includes University Housing and that exclusion automatically terminates this contract without any further notice from the University.

e. Responsibility and Enforcement: The Intern accepts full responsibility to pay all applicable financial responsibilities under this contract by the scheduled due dates. If the Intern fails to meet the financial responsibilities and has not made arrangements acceptable to the University to bring the Intern's account current, the University may place the Intern's name in the University debt file, resulting in a block on future assignments. The University may refer a delinquent account to an outside agency for collection. If the Intern account is referred to an outside agency, the delinquency may be reported to national credit bureaus and the Intern may be responsible for collection costs and reasonable attorney fees to the extent authorized by the laws of the State of Colorado. In addition, under Colorado law, the University may certify to the Colorado Department of Revenue information about the Intern, including name, social security number, the amount of the debt and any other identifying information. The Department of Revenue may then disburse funds to the University in satisfaction of that debt from any tax refund amounts owed to the Intern.

f. Refunds: Except as provided in the termination provisions of this contract, the University is not required to refund amounts paid under this contract. Room reassignment, utility or facility disruptions, pest control, planned renovations and/or construction projects, or other reasons that do not result in the termination of the contract shall not result in the reimbursement or reduction of amounts owed to CU



## Conference Services

UNIVERSITY OF COLORADO BOULDER

Boulder. If after notifying Interns of the Available Period of Occupancy, if the University delays the University Housing move-in day, the University will consider whether to issue the Intern a credit to the Intern's account for a portion of the Rates. If the University decides to issue a credit, it will notify the Intern accordingly. If during the Available Period of Occupancy, the University were to make earlier the end date of the previously designated Available Period of Occupancy, that is considered a University initiated termination unrelated to Intern conduct under this contract.

### 8. **Intern Conduct and Use Responsibilities**

As a condition of living in University Housing, the Intern hereby agrees to comply with the following requirements and restrictions:

- a. **General Conduct Requirements:** Interns must comply with all applicable laws; Regent Laws and Policies; University and CU Boulder policies and procedures; the Office of Institutional Equity and Compliance's [Resolution Procedures](#); and the University's requirements in the [Residential Handbook](#).
- b. **Intern Health and Safety Requirements:** Interns must comply with all applicable governmental public health orders and CU Boulder requirements addressing a health or safety crisis, including, but not limited to mitigating the risk of infectious disease, including COVID-19. Despite the University's reasonable mitigation efforts, University Housing is inherently a communal environment where the Intern may be exposed to infectious disease, including COVID-19. The Intern understands and assumes this risk and the risk that contracting an infectious disease such as COVID-19 generally will not warrant circumstances in which the University will waive the cancellation charge for the Intern's termination of the contract.
- c. **Drugs:** The use, possession, or distribution of narcotics or illegal drugs, is strictly prohibited on the CU Boulder campus; including residential facilities. The unauthorized use, possession, or sale of any drugs, including those sometimes prescribed for medical purposes will not be tolerated at any time. [Marijuana Is Prohibited](#). CU Boulder prohibits the possession, use, or distribution of marijuana on campus and in University Housing. This prohibition applies regardless of whether the Intern complies with state recreational use laws and even if the Intern has obtained a Colorado Medical Marijuana Registry Identification Card.
- d. Interns under the age of 21 who purchase or knowingly possess any alcoholic beverages violate Colorado state law. In addition, any person who furnishes an alcoholic beverage to a person who is under 21 years of age violates Colorado state law. Alcohol is not allowed in the common areas of any residential facility.
- e. **[No Smoking Policy](#):** Smoking and vaping is prohibited on the CU Boulder campus, including any area of residential facilities.
- f. **Weapons/Firearms are Prohibited:** As a condition of this agreement, the Intern agrees not to bring, carry, or keep any weapon or firearm in University Housing, including any handgun(s) carried in accordance with the Colorado Concealed Carry Act. Notwithstanding any other provision of this contract, the University may immediately terminate this contract without prior notice if the Intern violates this requirement.



## Conference Services

UNIVERSITY OF COLORADO BOULDER

- g. **Criminal or Disciplinary History:** According to CU Boulder's Criminal and/or Disciplinary History Policy and Procedures, the Intern's prior or pending criminal and/or disciplinary conduct may make the Intern ineligible to live in University Housing. The University will determine whether the Intern remains eligible to remain in University Housing or whether to terminate this contract. If permitted to remain in University Housing, the Intern must comply with any applicable University requirements.
- h. **Sex Offenders:** If the Intern is convicted of a sex offense and/or required to register as a sex offender, the Intern must notify the Director of University Housing, or designee, of such conviction. The nature of CU Boulder's housing environment was designed to be conducive to academic learning and, for example, includes a communal living environment with close proximity to bathing and sleeping quarters of others and with residents that may include minor students and children. Based on the nature of CU Boulder's housing environment, the University does not authorize registered sex offenders to reside in University Housing absent rare, extenuating circumstances.
- i. **Intern Property:** The Intern is financially responsible for personal property, including but not limited to food, clothing, jewelry, furnishings, and any other Intern personal property. The Intern is expected to carry their own personal property insurance. The University assumes no responsibility for any theft, destruction, or loss of money, valuables, or other personal property belonging to the Intern.
- j. **University Property:** Interns may not use their space in University Housing, any other CU Boulder property, or University-provided technology for commercial activities.
- k. **Property Cleaning, Damage or Destruction:** The Intern is prohibited from damaging or destroying CU Boulder property. If the University determines that the Intern has intentionally, willfully, or negligently damaged or destroyed CU Boulder property, it shall assess the Intern the costs for non-routine cleaning, to repair damage, or to replace CU Boulder property. Any charges are the personal responsibility of each of the Interns assigned to the room. Individual or joint responsibility is determined by the University at its sole discretion. The University will first apply the deposit required under this contract to cover such charges. The Intern will be responsible for paying any remaining charges.
- l. **Cleaning Responsibility by University and Interns:** The University provides cleaning service for common areas within the building, including but not limited to high-touch point surfaces and community bathrooms. Interns are responsible for maintaining assigned living spaces and adjacent areas within the apartment/room, including kitchens and/or private or semi-private bathrooms, in a clean and orderly condition.
- m. **Pets:** Interns are prohibited from bringing pets or other animals into University Housing.
- n. **Pest Control and Pesticides:** The University prohibits Interns from using any pesticides in University Housing. The University shall respond to any reports of pests, including roaches, bedbugs, mice, or any other insect or vermin in University Housing. The University reserves the right for the University to enter and treat any living space for pest control and management. To report a pest sighting, Interns must contact the front desk or Housing Facilities Services at 303-735-5555 as soon as possible. Interns will not be refunded for any financial responsibilities when pest control is being performed in University Housing. Interns may be temporarily or permanently reassigned within University Housing for pest control. The University may terminate this contract if it



## Conference Services

UNIVERSITY OF COLORADO BOULDER

remediates a room for bedbugs more than twice.

- o. Telecommunication, Data Access, and Technology: The University provides both high-speed Ethernet and wireless network access to the internet in all University Housing. Interns must comply with the use requirements and restrictions applicable to any University-provided information and technology resources, including telecommunication and data access resources. Cellular service reception in University Housing is typically consistent but can be spotty at times in some locations and therefore cannot be guaranteed. The Intern should turn Wi-Fi calling on in their cell phone prior to Occupancy to help prevent any service reception disruptions, especially in the event of an emergency.
- p. Reserved Right of Entry: The University reserves the right to enter and inspect University Housing at any time with or without notice when it is deemed necessary to ensure the safety of residents, to protect and maintain CU Boulder property (including University information and communication technology resources), to maintain environmental health and safety, and/or to facilitate the maintenance of discipline and promote an educational atmosphere. In addition, authorized University personnel are permitted to enter the premises at reasonable hours and in a reasonable manner for the purpose of facility inspection, maintenance, project upgrades and repairs. The University may remove from University Housing any prohibited items seen by University staff or items that pose a health or safety threat and/or are illegal.

### 9. **University Responsibilities**

a. University Insurance: The University is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S. The University shall maintain insurance, by commercial policy or self-insurance, as is necessary to meet the University's liabilities under the Act.

b. University Actions and Governmental Immunity: The University shall be responsible only for the negligent acts and negligent omissions of its officers, agents, employees, and representatives with respect to University Housing. Notwithstanding anything in the Agreement to the contrary, however, the parties hereto understand and agree that liability for claims and injuries to persons or property arising out of the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees are controlled and limited by the provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. Any provision of this contract, whether or not incorporated herein by reference, shall be controlled, limited, and otherwise modified so as to limit any liability of the University and the State of Colorado to the Act.

### 10. **Termination by the Intern**

If the Intern wishes to cancel this contract, the Intern must notify the University in writing.

The following financial consequences will apply to any Intern-initiated termination:

- The \$50 application charge will not be refunded.
- The \$300 deposit will be applied to any charges owed to the University; any remainder will be refunded.
- Any other financial responsibilities already paid by the Intern pursuant to this contract



will be refunded or credited to the Intern's account to the extent they are refundable.

Before Occupancy cancellation penalties:

If the Intern terminates prior to the first date of Occupancy, the \$50 application charge will not be refunded and the \$300 deposit will be refunded in full.

After Occupancy termination penalties:

If the Intern terminates the contract after Occupancy, the Intern is financially responsible for the Minimum Stay Period. If the Intern appeals the termination penalties and the result is that the Intern's occupancy is less than 30 continuous nights of stay, the Intern is responsible for paying accommodations tax in addition to Rates assessed to the Intern's account with University Housing.

The University will not require the Intern to pay a cancellation charge if: (1) the University has determined that termination of this contract is necessary to reasonably accommodate the Intern's disability; (2) University Housing approved the Intern's petition for release from the cancellation charge requirement due to extenuating circumstances beyond the Intern's control after signing the contract.

## **11. Termination by the University**

a. University-Initiated Termination for Intern Conduct: The University reserves the right to terminate this contract for Intern conduct:

- Failure to Comply with Contract: With no less than 7 days prior notice, the University may terminate or suspend this contract in whole or in part for the Intern's failure to meet the requirements of this contract; including, but not limited to, any failure to meet the financial responsibilities, the compliance and use responsibilities, or eligibility and qualification requirements.
- Threat to Health or Safety: The University may immediately terminate or suspend this contract if the Director of Conference Services or a designee determines that conduct by the Intern poses a material and substantial disruption to University activities or the Intern constitutes a threat to the health or safety of other Interns or the CU Boulder campus community.

The following financial consequences will apply to any University-initiated termination for Intern conduct:

- The \$50 application charge will not be refunded.
- The \$300 deposit will be applied to any charges owed to the University; any remainder will be refunded.
- The Intern must pay all financial responsibilities incurred from the first day of the Minimum Stay Period through the date of checkout, in addition to any cancellation charges.
- Any other financial responsibilities already paid by the Intern pursuant to this contract will be refunded or credited to the Intern's account to the extent they are refundable.

b. University-Initiated Terminations Unrelated to Intern Conduct:

The University may immediately terminate or suspend this contract to address or respond to extenuating circumstances that are beyond the reasonable control of





the University or Intern and that materially affect the performance of their respective obligations under this contract. Extenuating circumstances include, but are not limited to a declared local, state, or national emergency, fire, flood, hurricane, tornado, epidemic, pandemic, earthquake, other natural disaster, war, invasion, terrorist attack, hostilities, rebellion, insurrection, confiscation by order of the government, military or public authority, or prohibition or limitation on operation by any government order. If this provision becomes applicable, the Intern is required to evacuate and move out in a manner and time-period as reasonably determined and directed by the University under the circumstances.

The following financial consequences will apply to any University-initiated termination unrelated to Intern conduct after the Intern's Occupancy:

- The \$50 application charge will not be refunded.
- The \$300 deposit will be applied to any charges owed to the University; any remainder will be refunded.
- The Intern must pay all financial responsibilities incurred from the first day of the Minimum Stay Period through the date of checkout.
- Any other financial responsibilities already paid by the Intern pursuant to this contract will be refunded or credited to the Intern's account to the extent they are refundable.
- The University will refund to the Intern the remaining portion of Rates based on the University's termination date.

c. Without Cause: The University may terminate this contract before the Intern's Occupancy for any reason with 14 days prior notice, to the extent feasible, to the Intern. If the University terminates without cause before Occupancy, it will refund to the Intern the application fee, deposit, and any Rates paid by the Intern, subject to the other terms and conditions of this contract.

## **12. Post Available Period of Occupancy and Termination Procedures**

The following provisions apply after the term of this contract has expired or after the contract has been terminated:

a. Check-Out Procedures: If either the University or Intern terminates this contract after Occupancy, the Intern must complete check-out procedures by personally going to the front desk with the access card for their assigned building during office hours to: (1) sign out via the documentation provided by the University and (2) present their CU Access card to University staff so that building and room access can be deactivated. Any request from the Intern for modification of these check-out procedures must be requested from and approved by the University. An Intern's failure to comply with check-out procedures may result in continuation of the Intern's financial responsibility for Rates, including any additional charges as reflected in c.

b. Financial Reconciliation: Within 60 days after termination by either the Intern or the University or natural expiration of the Term of this contract, the University will finalize the Intern's account with University Housing, process any credits or notify the Intern of any outstanding amounts owed to the University, and/or refunds due to the Intern pursuant to this contract.

c. Intern Occupancy after Minimum Stay Period or Termination: Unless otherwise



## Conference Services

UNIVERSITY OF COLORADO BOULDER

approved by the University, if an Intern continues to stay and occupy the space whether in-person or with personal property after the Available Period of Occupancy or termination, the University may charge the Intern \$200 per each day of Occupancy, plus the daily Room Rate for Interns who live in the Residence Halls or the daily Room Rate for Interns who live in Apartment Style Halls. After 72 hours following the date of termination or the last Available Period of Occupancy for the semester, the University reserves the right to restrict or prohibit the Intern's access to the University Housing building and space. All Intern personal property that is not removed may be deemed abandoned and may be removed and disposed of at the University's discretion. The University may charge the Intern a reasonable charge in the event it must remove any items.

### 13. **Disability Accommodations**

Interns with disabilities who would like to request a reasonable modification or accommodation to any of the requirements of this contract or for any other housing/living needs, such as an assistance animal, must submit a request to Disability Services at <https://www.colorado.edu/disabilityservices/>. Interns with service or approved assistance animals must also abide by separate animal expectations provided by CU Disability Services.

### 14. **Notices**

a. Notice to the Intern: All notices to the Intern shall be made by sending an email to the account listed on the Intern's application for University Housing. The date of notice is the date the email is sent by the University to the Intern.

b. Notice to the University: All notices or other communications to the University from Intern required by this contract shall be provided in writing to Conference Services, 3300 Baseline Road, UCB454, Boulder, CO 80310 or by sending an e-mail to [internlodging@colorado.edu](mailto:internlodging@colorado.edu). If mailed, the postmark on the envelope is used as the date of notice. If e-mailed, the date of notice is the date the email is sent by Intern to the University.

### 15. **General Provisions**

- a. Entire Contract: The parties agree that this contract supersedes all prior written or oral agreements. There are no covenants or agreements between the parties except as set forth herein with respect to housing provided by the University. No prior or contemporaneous addition, deletion, or other amendment shall have any force or affect whatsoever unless embodied in writing. Accordingly, this contract is an integration of the entire understanding of the parties with respect to the matters set forth herein.
- b. Severability: The unenforceability of any provision or provisions of this contract shall not affect the enforceability of any other provision or provisions.
- c. Amendments: The University may revise, update, or otherwise alter any and all terms of this contract at any time after providing prior written notice to the Intern no later than 14 days before the effective date of such changes.
- d. No Assignment: The Intern shall not assign or transfer any rights under this contract to any other party.
- e. Nondiscrimination: The University does not discriminate on the basis of race, color, national origin, sex, pregnancy, marital status, age, disability, creed, religion, sexual



## Conference Services

UNIVERSITY OF COLORADO **BOULDER**

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.

- f. The Intern will sign this contract in digital format, and it will be effective as of that date. The Intern will receive a copy of the contract via email, and it is also available in the Housing Registration Portal. An unsigned copy of this contract is made consistently available on the Rates and Contracts page of the CU Conference Services webpage.