

UNIVERSITY OF COLORADO BOULDER

Graduate & Family Housing Lease Agreement

2023-2024

THIS LEASE is between The Regents of the University of Colorado, a body corporate, ("University") and ("Resident"). In consideration of this agreement, the University hereby leases to Resident, and the Resident hereby hires from University the Premises described as, Boulder, CO, together with the furnishings and fixtures therein. During the term hereinafter set forth, the Resident agrees to use the Premises as a residence on the conditions following and included in all applicable University documents and policies including, but not limited to the [Graduate & Family Housing Resident Handbook](#), [Student Code of Conduct Policies and Procedures](#), the Office of Institutional Equity and Compliance's Resolution Procedures and the [Campus Use of University Facilities \(CUUF\) policy](#):

1. RENTAL. The Resident shall pay to the University at the Student Affairs Cashier's office the rent for the first month or portion thereof in advance of signing the Lease. Thereafter, the Resident shall pay to the University during the term of this Lease **\$ per month** either online at the [University's housing portal](#) or by sending a check to the Student Affairs Cashier's Office, Room 159, UCB, Boulder, Colorado, office number S327A. Monthly payments shall be made *on or before the first day of each month* for the remainder of the Lease. **LATE RENT:** Rent is considered delinquent if the University does not receive payment before the close of regular business on the first day of each month of this Lease. A twenty-five-dollar penalty shall be assessed if all rent is not paid by the close of regular business hours on the *ninth calendar day of each month*. Accounts delinquent in payment for more than 30 days may subject the Resident to termination of Lease. Failure to pay rent owed will result in the student's debt being placed in their University Bursar account, non-students will have their debt sent to a collection agency. This will prevent further enrollment and will result in a hold on resident's academic transcripts. Resident agrees to pay annual rental rate increases as of August 1st and as per effective dates(s) that occur within the inclusive dates of this lease agreement.

2. SECURITY DEPOSIT. At or prior to the execution of this Lease, the Resident has paid to the University the sum of \$1000. Without limiting the liability of the Resident for the performance of Resident's obligation and the payment of any Graduate & Family Housing charges enumerated in the terms of the Lease, the University will apply this sum to the payment of such Graduate & Family Housing charges not otherwise paid by Resident. The University will remit the difference, if any, to the Resident within 60 days after the expiration or prior termination of the Lease. In addition to other legal remedies, residents leaving the University with outstanding balances will be subject to withholding of transcripts and/or diplomas or have their debt referred to a collection agency.

3. UTILITIES. The University will arrange for and bear the cost of electricity and natural gas. The Resident will arrange for and bear the cost of local telephone service if such service is desired. The Resident shall not install equipment that requires modifications to existing wiring or attachment of the phone unit to the wall. The University shall furnish water, wireless internet access, and trash collection service without extra charge. Note: Items that exceed available voltage and/or require alterations in the ventilation or apartment structure will not be permitted. Washers are permitted only where hook-ups are already provided. Dishwashers are allowed only in apartments with individual hot water heaters.

4. OCCUPANCY. Resident agrees to occupy the Premises exclusively as a residence for the Resident and members of the Resident's family, or other occupants who are on written record and have received prior approval by the Graduate & Family Housing Office and are listed below. Upon University's request, the Resident shall provide proof that Resident has legal custody of any children in residence. All non-familial related occupants must maintain full time eligibility with the University in order to occupy the residence. Proof of eligibility will be required at or before the time the occupant is added to the lease.

A. Before making any occupancy change under this Lease, the Resident must inform the University of any change in the number and/or identity of the persons occupying the Premises and obtain the University's prior approval of any such change. If Resident fails to obtain prior approval, the University reserves the right to terminate this Lease or transfer the Resident to another unit.

B. Sex Offenders. If Student is convicted of a sex offense and/or required to register as a sex offender while living in University owned Housing, Student 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 sleeping quarters of others and with residents that may include minor students and children. Based on this nature of CU Boulder's housing environment, CU Boulder does not authorize registered sex offenders to reside in university housing, absent rare, extenuating circumstances provided by the student following the process of CU Boulder's Procedures for Student Criminal and Disciplinary History Disclosures: Pre-Admission and Post-Admission Review, clearly demonstrating that there is not unreasonable risk to the safety or security of the CU Boulder housing environment. Students who are required to register as sex offenders are encouraged to seek off campus housing options.

The University of Colorado at Boulder requires sex offenders to identify as such when they apply for Graduate & Family Housing. All non-student residents (including faculty, staff, postdocs, and family members) must disclose sex offender status to Graduate & Family Housing at the time they apply for an apartment. In addition, all residents of any kind have an ongoing duty to notify Graduate & Family Housing if they are determined to be a sex offender at any point during their residency. Any failure to identify a sex offender in accordance with this provision is grounds for breach and termination of the lease.

C. As required by federal law, every Resident will be given the option of providing confidential contact information in the event or an emergency or in cases where the resident is reported to be missing or of concern. During the check in process every Resident will be asked to identify that confidential contact. If the Resident does not wish to list a contact, they may decline to do so.

5. ALTERATIONS. The Resident **shall not** make any alterations to the Premises without prior written approval from the Graduate & Family Housing Office. It is understood and agreed that all alterations, decorations, additions and improvements, installed with the written consent of the Graduate & Family Housing Office, shall immediately become the property of the University upon installation. The University may request that fixtures installed with the written consent of the Graduate & Family Housing Office be removed by the Resident within the term of this Lease and full restoration of the Premises by the Resident to the condition existing before the term of this Lease. If Resident fails to remove any fixtures, furniture, furnishings, or personal property owned by Resident or installed by Resident (with written consent of the Graduate & Family Housing Office) in the Premises upon the expiration or termination of this Lease, Resident shall be deemed to have abandoned the same, in which case the University may move and store the same at Resident's expense, or appropriate the same for itself, and/or dispose of the same in its discretion and in any manner it deems fit. The Resident will care for the Premises, including fixtures and furnishings thereon, and deliver up the same at the expiration or prior to termination of the Lease in a good, sanitary condition, ordinary wear and tear excepted. Charges will be assessed by the University to the Resident for any cleaning or repairs required to return the Premises, fixtures and furnishings to a good, sanitary condition. Resident may not disable smoke detectors or carbon monoxide detectors.

6. ELECTRICAL SAFETY. No additional electrical outlets, wall sockets, or voltage shall be installed by the Resident or his/her designee. The Resident will be responsible for any damages resulting in overloading electrical circuits.

7. INSPECTION, PRESERVATION, AND REPAIRS. Authorized personnel of the University are permitted to enter the Premises at reasonable hours and in a reasonable manner for the purpose of inspection, maintenance, project upgrades and repairs, and to enter upon the Premises at other times deemed necessary by the University to meet emergency conditions. In extreme circumstances where it is unsafe to enter apartments these inspections may be done virtually; Residents are obligated to support these processes. Repairs shall be made by the University, as requested by the Resident or as needed by the University. The cost of such repairs as are necessitated by the willful act or neglect of the Resident will be charged to and paid by the Resident. Prohibited items found in or around Graduate & Family Housing which pose a health or safety threat will be removed by the University.

8. ROOMMATES, ASSIGNMENT, AND SUBLETTING. Roommates are allowed with prior written approval from the Graduate & Family Housing Office. Requests for roommates can be made via email to graduatefamilyhousing@colorado.edu All occupants, in addition to the leaseholder, residing in the apartment must be eligible to live in Graduate & Family Housing and be added to the lease by the leaseholder prior to moving in. The

Resident shall not assign, share or sublet all or any portion of the Premises. Any assignment of this Lease or subletting of the Premises will subject the Resident to termination of this Lease. This Lease may not be transferred between occupants.

9. TERM OF LEASE. The term of the Lease shall begin at 10:00am on **BLANK** and end at 10:00am on July 31, 2023. At the sole discretion of the University and with written permission, *this Lease may continue thereafter month to month or until lease renewal*. Lease renewal will be at the discretion of the University and will take place in June and July of 2024, for residents in good standing who meet eligibility requirements for Fall 2024.

10. ELIGIBILITY REQUIREMENTS. Graduate and Family Housing exists for the intended purpose of providing housing for those affiliated with the University (e.g. student, staff, faculty) and their families. The Resident and all non-familial related occupants must be a full-time student (12 or more credits as an undergraduate, 5 or more hours of 5000 level courses or above for a graduate student) at the University of Colorado OR a member of the faculty or staff employed at 100% full time. Eligibility is based on information submitted at the time of application and subsequent evaluations of Resident's eligible status. Changes in family status, student status, or employment with the university may subject the Resident to termination of this Lease in accordance with the intended purpose of Graduate & Family Housing. A student is allowed only one semester on the Leave of Absence Program during their stay in Graduate & Family Housing.

_____ (Resident Initials)

11. RESIDENT'S RESPONSIBILITIES: Violations of any of the following standards by the Resident, the Resident's guest(s), family member(s), or roommate(s) may subject the Resident to termination of this Lease by the University:

A. CARE OF PREMISES - The Resident is responsible for the appearance and cleanliness including clearing of snow, ice, trash, or possessions of the Resident or the Resident's guest(s), in Premises, storage area, and the areas immediately adjacent to the Premises and storage area. The University reserves the right to remove all obstructions therein and dispose of the same at its discretion. Unsafe or unsanitary conditions that render the Premises uninhabitable are prohibited.

B. UNIVERSITY PROPERTY. Residents may not use their space in University owned Housing, or other CU Boulder property or University provided technology for commercial activities.

C. FIRE HAZARDS - The Resident shall not permit conditions in the premises that will in any way create either a risk of fire or a fire itself, or conflict with the rules and ordinances of the local fire department and the University of Colorado. No motor vehicles, or gas/propane equipment will be permitted inside the Premises, on decks, patios, common areas, entryways, or storage areas. The purposeful setting off of a false fire alarm, or tampering with fire safety equipment, is not permitted.

D. PETS - The Resident **shall not** keep or allow visitors to bring in or around the Graduate & Family Housing area, any pets or other animals. This prohibition will apply to any Resident visitors, regardless of the length of stay. Small aquatic life (fish and small turtles) contained in an aquarium, not to exceed 30 gallons, are permitted.

E. DISTURBANCES - The Resident shall neither make nor permit the making of any disturbing noises upon the Premises by Resident, or Resident's family, friends or roommates, nor permit anything to be done by such persons that interferes with the reasonable rights, comforts, conveniences, or quiet enjoyment of the occupants of Graduate & Family Housing. The Resident is responsible for children and all guest(s) in and around the Graduate & Family Housing areas. Incidents reported to CU Police, or other university staff, involving inappropriate behavior by the Resident, Resident's family members and/or guest(s), may subject the Resident to disciplinary sanctions, provisions and/or termination of this Lease.

F. ANTENNAS, SATELLITE DISHES, CABLE AND ETHERNET - Resident shall not attach exterior radio or TV antennas, aerials or satellite dishes of any type. Resident will be held responsible for charges for additional cable services and/or repairs requested by the Resident while occupying the Premises. No alteration to cable television or Ethernet outlet or wiring is permitted.

G. CONSTRUCTION AND CONSOLIDATION - The Resident agrees to move personal belongings within the apartment, when the University requires it, in order to make improvements to University owned property. The Resident agrees to accommodate changes in assignment for long-term improvement projects, renovations, or consolidation at their own expense.

H. CONTROLLED SUBSTANCES – Resident, family, roommates, guest(s), are not to possess, use, manufacture, produce, or distribute or to aid in the use, manufacture, production, or distribution of any controlled substance in any Graduate & Family Housing Premises, property or grounds. Such violations of municipal, city, state or federal laws will result in the termination of the Lease and disciplinary proceedings as outlined in the [Student Code of Conduct Policies and Procedures](#) and any policies held by Human Resources, as applicable.

I. PARKING - All parking is managed by the [Parking and Transportation Department](#).

J. WEAPONS AND FIREARMS - Resident agrees that as a condition of renting this Premises, Resident will not to bring or store 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. on or in the Premises, including common areas without a pertinent addendum to this lease. 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 anywhere on the premises of Graduate & Family Housing, including apartments and common areas, where all weapons or firearms are prohibited as a condition of this Lease as stated in the preceding sentence. Notwithstanding any other language in this contract, the University may terminate this Lease immediately for violation of this paragraph.

K. SMOKING - The [Smoke Free Campus Policy](#) prohibits smoking on all university - owned and operated campus grounds both indoors and outdoors, including any Graduate & Family Housing apartment, balcony, patio, hallway, or public area. This includes vaping and e-cigarettes. Residents are responsible for the impact that smoking may have on neighbors, intended or not, and disrupting neighbors with the smell of smoke will constitute a lease violation.

L. DISABILITY ACCOMMODATIONS - Residents with disabilities who would like to request a reasonable modification or accommodation to any of the requirements of this lease or for any other housing/living needs, such as an assistance animal, must submit a request to Disability Services for students. Faculty, staff, and postdocs should contact the ADA coordinator. Residents with service or approved assistance animals must also abide by the expectations provided by Disability Services or the ADA coordinator's office.

- ADA Coordinator's office: <https://www.colorado.edu/oiec/ada-accessibility>
- Disability Services: <https://www.colorado.edu/disabilityservices/>

M. MARIJUANA PROHIBITED - CU Boulder prohibits the possession, use, or distribution of marijuana on campus. This prohibition applies regardless of whether the Resident complies with state recreational use laws and if the Resident has obtained a Medical Marijuana Registry Identification Card. Residents who receive a Medical Marijuana Registry Identification Card during residency in Graduate & Family Housing apartments may submit a request to be released from this lease. Residents should submit their request to Disability Services.

N. PEST CONTROL - CU Boulder prohibits Residents from using any pesticides. University shall respond to any reports of pests, including roaches, bedbugs, mice, or any other insect or vermin, in University Housing. CU Boulder reserves the right for its staff and other representatives to enter and treat any living space for pest control and management. Regular pest control measures include inspections, structural and housekeeping controls, and material treatments as needed. To report a pest sighting, Residents must contact as soon as possible the front desk or Housing Facilities Services at 303-735-5555. Residents will not be refunded for any financial responsibilities when pest control is being performed in University Housing. Residents may be temporarily or permanently reassigned within University Housing for pest control. CU Boulder may terminate this lease if it remediates a room for bedbugs more than twice.

12. LIABILITY AND INSURANCE – The parties agree that the University is not liable for personal injury or property damage to Residents or guests in the premises or within University facilities. The University's liability under this contract is subject to the provisions of the Colorado Governmental Immunity Act. It is specifically understood and agreed that nothing contained in this paragraph or elsewhere in this contract shall be construed as an express or implied waiver by

the University of its immunity or as an express or implied acceptance by the University of liabilities arising as a result of actions which lie in tort or could lie in tort. The Resident shall indemnify and hold the University and its agents harmless from any and all claims and judgment for loss, damages, or injury to persons or property caused by or contributed to by the acts or omission of the APPLICANT/RESIDENT or its agents. *Resident is hereby notified that the Premises are located within the Boulder Creek Flood Hazard Area and that they should take the necessary precautions to provide for the protection of their personal property and equipment located within this space in the event of flooding.* The Resident is financially responsible for personal property, including but not limited to food, clothing, jewelry, furnishings, and other Resident personal property. **Residents are expected to carry their own personal property insurance, including flood insurance which is typically a separate policy. University assumes no responsibility for any theft, destruction, or loss of money, valuables, or other personal property belonging to the Student. Damaged property is not replaced by the University under any circumstances.** _____ (Resident Initials)

13. TERMINATION BY RESIDENT - The Resident may elect to terminate this Lease with written notice to the University. Resident agrees to comply with vacating instructions provided. Thirty days of notice prior to departure is required, including at the end of the lease term. Residents who terminate their lease before the end of the lease period are responsible for a financial penalty equivalent to one month's rent. Exceptions to this penalty are outlined in the Resident Handbook.

14. TERMINATION BY UNIVERSITY - The University may terminate this Lease, with prior written notice to the Resident, and re-enter the leased Premises with complete right to exclude the Resident and any other occupants from possession of the aforesaid Premises as indicated in any of the above paragraphs of this Lease and in the following circumstance(s):

- A. If the faculty or staff Resident is terminated from employment at the University, or to an appointment less than 100% full time, or when a student change in status is such that the Resident is no longer eligible for housing.
- B. If the Resident has provided false information on the application or other records in the Graduate & Family Housing Office or to another university office, including but not limited to Human Resources or Admissions.
- C. If the Resident uses all or any part of the Leased Premises for any purpose other than as a residence.
- D. If the Resident allows anyone other than those recorded on the lease in the Graduate & Family Housing Office to reside on the premises for a period in excess of one week.
- E. If the Resident is delinquent in Graduate & Family Housing payments.
- F. If the Resident, or any person residing on the Leased Premises 1) violates any of the conditions or responsibilities contained in this Lease, Graduate & Family Housing Resident Handbook, Student Code of Conduct, or other applicable University policies, 2) damages university property, 3) endangers the unit or its furnishings through fire or other means, 4) threatens the health and safety of other Graduate & Family Housing residents and/or their guest(s) and/or 5) engages in any behavior which violates university, city, state and/or federal laws.
- G. If the Resident fails in any of the responsibilities outlined in the terms of this lease.
- H. If the University must treat a Resident's Premises more than twice for bedbugs.

Termination of this Lease by the University may exclude you from being eligible to live in Graduate & Family Housing in the future.

15. ABANDONMENT: Should the Resident abandon the Premises without notice, Resident will be charged a penalty equivalent to one month's rent from the date the Graduate & Family Housing Office receives knowledge of the abandonment.

16. HOLDOVER TENANCY: If the Resident does not vacate the Premises and return all keys on the established vacate date, the Resident shall be charged the daily rental rate of the unit plus additional liquidated damages fee of \$250 per day until keys are returned to the office and shall be on the same terms and conditions specified in this Lease. Resident's damages arising from a delay in satisfying the conditions in this section are difficult, if not impossible, to ascertain, and the liquidated damages stated in this section are the parties' good faith estimate of the actual damages that Resident would incur. Resident's continued occupancy of the Premises after the termination of this Lease does not constitute a renewal or extension of this Lease.

17. RULES AND REGULATIONS: The Resident and University shall obey the laws and ordinances relating to the use and condition of the Premises and shall abide by the rules and regulations of University as outlined or revised in the **Graduate & Family Housing Handbook, and other official means of communication, and the Student Code of Conduct Policies and Procedures.** The aforementioned policies are hereby made a part of the Lease and have been received by the Resident. The University reserves the right to make such other rules and regulations as are necessary to fulfill its responsibilities to maintain order, property and an educational atmosphere. The subject of such rules and regulations may be, but is not limited to the preservation of safety, care, and cleanliness of the Premises or the security, comfort and welfare of all members of the University community and a proper educational environment. Such rules and regulations may, by written notice to the Resident, be made part of this Lease.

_____(Resident Initials)

18. OTHER PROVISIONS:

I, the Resident, agree to the terms and conditions of this lease.

Name of Resident Apartment Number Name of University of Colorado Representative

RELATION TO
NAME OF OTHER OCCUPANTS: DATE OF BIRTH: TO PRIMARY: UNIVERSITY: DATE ADDED: REMOVED: