University of Colorado Boulder

Graduate Housing Contract
Academic Year 2026-2027

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

Defined Terms

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

- "Athens North" refers to Athens North residence hall operated by University.
- "Available Period of Occupancy" means the general period of dates, starting from the first day any Student may move into University Housing through the last day any Student may move out from University Housing. For the 2026-27 academic year these dates are August 3, 2026 to May 31, 2027.
- "CU Boulder" means the University of Colorado Boulder, a campus of the University of Colorado.
- "First-Year Graduate Student" means (for the purposes of Graduate & Family Housing) any student who is newly enrolled in a program at CU Boulder's Graduate School.
- "Occupancy" means Student has checked into and has access to a University Housing space, regardless of whether it is occupied by Student or Student's belongings.
- "Room Rates" means the charges assessed for housing services available under this contract to Student.
- "Student" means a prospective or admitted CU Boulder student who has requested to live in University Housing.
- "Term" means the effective period of this contract.
- "University" means the Regents of the University of Colorado, a body corporate that is 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 Life who provide housing or dining services.

1. **Effect of Contract**. This contract forms the exclusive agreement between the University and Student for housing at CU Boulder for the Fall 2026-Spring 2027 academic semesters. To the extent Student previously signed a contract for this period, this contract supersedes the prior contract in its entirety. Subject to availability, this contract provides an eligible Student with access to space in Student Housing that is incidental to education and does not create a tenancy.

2. **Student Eligibility**.
   a. Eligibility: Unless the University has granted written permission, only Students who are regularly enrolled full time in a degree granting graduate program at CU Boulder are eligible to reside in Athens North.
   b. Minimum Credit Enrollment. Unless University has granted written permission, only Students who are regularly enrolled for five or more graduate credits at CU Boulder are eligible to reside in Athens North.
   c. Age as Proxy. Operations, programs, and activities are designed to support Student in an apartment style community. To discuss whether other University provided housing may be appropriate, Students who are younger than 18 years of age must contact University prior to living in Athens North. In accordance with University's nondiscrimination provision and policies, no Student will be denied

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University Housing based on age, if it is available and the Student is otherwise qualified.

3. **Student Steps to Qualify for Assignment**. Before the University will assign a Student to University Housing, Student must: (1) complete and submit an application for Athens North; (2) sign and submit this contract; (3) pay any CU Boulder application charges and deposits; and (4) if the Student is under the age of 18, submit a guardian consent form.

4. **Process for Assigning Students Space in University Housing**. University has the sole discretion to assign Students to space within Athens North, or to a space within CU Boulder facilities or facilities that are operated through third-party contractors of University.

   a. Priority of Allocation. University prioritizes assignments for First-Year Graduate Students. University will also prioritize assignments to enhance the learning environment or to address health and safety needs.

   b. Assignments by Gender. University assigns space in University Housing by the Student's self-identified gender.

   c. Roommate and Other Preferences. While University will make a good faith attempt to meet the Student's preferences for roommates, building, floor, and Occupancy type, Student must comply with University Housing assignments and may not change a housing assignment without permission, including accepting a new Student assigned to a vacant space in a room or apartment.

   d. No Guarantee of Housing. While University will use its best efforts, University cannot guarantee that any Student will receive an assignment within University Housing. If University is substantially delayed in making a housing assignment or cannot make an assignment, it will notify the Student as soon as feasible.

5. **Changes to Assignments**.

   a. University-Initiated Changes. University reserves the right to make changes to Student assignments at any time, for any length of time, and to any location as it determines reasonably appropriate.

   b. Types of University-Initiated Changes. University may make changes to Student's assignments including reassignment to a new room, floor, building, neighborhood, or off-campus facility operated by a third-party contractor who has an agreement with University. University may assign Student one or more new roommates if a vacancy occurs in a multiple Occupancy room. University may assign a Student to a location determined appropriate by University 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 Student disciplinary action; or Student noncompliance with the conduct and use responsibilities of this contract.

   c. Student-Initiated Requests. A Student who wishes to request a change in housing assignment may submit a request for consideration. University retains the sole discretion whether to grant any changes in assignment.

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d. Charges for Student-initiated Requests. A Student is responsible for any increased Rates and/or change fees because of a Student-initiated change in assignment and understands that this contract may be superseded by a new lease or contract.

6. Term; Available Period of Occupancy.

a. Term. This contract is in effect from the date of Student's signature through the Fall 2026-Spring 2027 academic semesters or date of Student's last Occupancy, whichever is later.

b. Available Period of Occupancy. University will determine the Available Period of Occupancy for University Housing for each academic semester, including dates by which it will allow Student to move into Athens North and the dates by which Student must vacate Athens North. The Available Period of Occupancy for the 2025-26 academic year is August 3, 2026 to May 31, 2027.

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

7. Student Financial Responsibilities.

a. Application Charge. To qualify for Student Housing, University may require that the Student remit a payment of $50.00 as a non-refundable application charge. This charge addresses a portion of University's costs to process the Student's application and deposit. University may, at its sole discretion, decide to waive the application charge for all students and will notify Student of any waiver.

b. Deposit. To qualify for University Housing, University may require that Student remit a payment of $1,000.00 as a deposit. This deposit addresses potential costs to University from Student's Occupancy in Athens North, including any excessive cleaning, damage, or loss to CU Boulder property. This deposit is refundable only to the extent that Student does not owe any outstanding amounts. University, at its sole discretion may decide to waive the deposit for all students and will notify Student of any such waiver.

c. Room Rates. University will assess students who are assigned to live in Athens North rates each semester. After the 2026-2027 Rates are approved by the Board of Regents, they will be posted on the Rates and Contracts page of the website.

Students who receive an assignment are assessed the full rate regardless of the date they check into or out of Athens North. If Student submits an application for Athens North after the move-in timeframe, it will not assess Student for any days that predated the assignment.

d. Payment of Rates. The Rates will post to Student's tuition and fees account with the University Bursar. Student will be required to pay such amounts by the due dates that the Bursar establishes.

e. Responsibility and Enforcement. The Student accepts full responsibility to pay all applicable financial responsibilities under this contract by the scheduled due date. If

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Student fails to meet the financial responsibilities and has not made arrangements acceptable to University to bring Student's account current, University may place Student's name in the University debt file, resulting in a block on future registration for classes or the release of academic transcripts. University may refer a delinquent account to an outside agency for collection. If the student account is referred to an outside agency, the delinquency may be reported to national credit bureaus and Student may be responsible for collection costs and reasonable attorney's fees to the extent authorized by the laws of the State of Colorado. In addition, under Colorado law University may certify to the Colorado Department of Revenue information about the Student, including name, social security number, the amount of the debt and any other identifying information. The Department of Revenue may then disburse funds to CU Boulder in satisfaction of that debt from any tax refund amounts owed to Student.

f. Mode of Educational Instruction. Student understands and agrees that Student's financial responsibilities under this contract are not affected by the mode through which CU Boulder offers any educational offering. Unless this contract is terminated, University will not relieve Student from any financial responsibilities under this contract, even if course modality changes or other circumstances result in modification, termination, or suspension of some educational services throughout the academic semesters.

g. Refunds. Except as provided in the termination provisions of this contract, 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, class conflicts with meal serving periods, 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 Boulder. If after notifying students of the Available Period of Occupancy for the semester, CU Boulder delays Student Housing opening day, University will consider whether to issue Student a credit to Student's account for a portion of the Rates. If University decides to issue a credit, it will notify Student accordingly. If during the Available Period of Occupancy, CU Boulder were to modify the end date of the previously designated Available Period of Occupancy, that is considered a University initiated termination unrelated to student conduct under this contract.

8. **Student Conduct and Use Responsibilities**. As a condition of living in Athens North, Student hereby agrees to comply with the following requirements and restrictions:

a. General Conduct Requirements. Students must comply with all applicable laws; Regent Laws and Policies; University and CU Boulder policies and procedures; Student Conduct and Conflict Resolution's Student Code of Conduct Policies and Procedures; the Office of Institutional Equity and Compliance's Resolution Procedures; and all requirements in the Residential Handbook and/or Graduate and Family Housing Handbook.

b. Student Health and Safety Requirements. Students 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 University's reasonable mitigation efforts, Student Housing is inherently a communal environment where the Student may be exposed to infectious disease, including COVID-19. Student understands and assumes this risk and the risk that contracting an infectious disease such as COVID-19 generally will not warrant circumstances in which University will waive the cancellation charge for Student's termination of the contract.

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c. Marijuana Is Prohibited. CU Boulder prohibits the possession, use, or distribution of marijuana on campus and in Athens North. This prohibition applies regardless of whether the Student complies with state recreational use laws and even if the Student has obtained a Medical Marijuana Registry Identification Card.

d. Weapons/firearms are Prohibited. Student agrees not to bring, carry, or keep any weapon or firearm in Athens North, including any handgun(s) carried in accordance with the Colorado Concealed Carry Act. Notwithstanding any other provision of this contract, University may immediately terminate this contract without prior notice if Student violates this requirement.

e. Criminal or Disciplinary History. According to CU Boulder's Criminal and/or Disciplinary History and Pre-Admission and Post-Admission Review Policy and Procedures, Student's prior or pending criminal and/or disciplinary conduct may make Student ineligible to live in University Housing. University will determine whether Student remains eligible to live in University Housing or whether to terminate this contract. If permitted to live in University Housing, Student must comply with any applicable University requirements.

f. Sex Offenders. If Student is convicted of a sex offense and/or required to register as a sex offender while living in University 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 bathing and sleeping quarters of others and with residents that may include minor students and children. Based on this nature of CU Boulder's housing environment, University does not authorize registered sex offenders to reside in University Housing, absent rare, extenuating circumstances provided by the Student following the process as described in Section C.3. 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.

g. Student Property. Student is financially responsible for personal property, including but not limited to food, clothing, jewelry, furnishings, and other Student personal property. Student is expected to carry their own personal property insurance. University assumes no responsibility for any theft, destruction, or loss of money, valuables, or other personal property belonging to the Student.

h. University Property. Students may not use their space in Student Housing, or other CU Boulder property or University provided technology for commercial activities.

i. Property Cleaning, Damage or Destruction. Student is prohibited from damaging or destroying CU Boulder property. If University determines that Student has intentionally, willfully, or negligently damaged or destroyed CU Boulder property, it shall assess Student 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 Students assigned to the room. Individual or joint responsibility is determined by the University in its sole discretion. University will first apply the deposit pursuant required under this contract to cover such charges. Student will be responsible for paying any remaining charges.

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j. Cleaning Responsibility by University and Students. Students are responsible for maintaining assigned living spaces and adjacent areas within the room, including kitchens and/or private or semi-private bathrooms, in a clean and orderly condition.

k. Pets. Students are prohibited from bringing pets or other animals into University Housing with the exception of small aquatic life (fish and small turtles) contained in an aquarium not to exceed 10 gallons in volume.

l. Pest Control and Pesticides. University prohibits Student from using any pesticides in Athens North. University shall respond to any reports of pests, including roaches, bedbugs, mice, or any other insect or vermin, in Student Housing. University 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, Student must contact as soon as possible the front desk or Housing Facilities Services at 303-735-5555. Student will not be refunded for any financial responsibilities when pest control is being performed in University Housing. Students may be temporarily or permanently reassigned within University Housing for pest control. University may terminate this contract if it remediates a room for bedbugs more than twice.

m. Telecommunication, Data Access, and Technology. University provides both high-speed Ethernet and wireless network access to the internet in Athens North. Students must comply with the use requirements and restrictions applicable to any University provided information and technology resources 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. Student should turn on Wi-Fi calling on their cellular phone prior to Occupancy to help prevent any service reception disruptions, especially in the event of an emergency. Unless requested by Student, University does not provide landline telephone services in University Housing.

n. Reserved Right of Entry. 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 personnel of University 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. 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 Athens North. Notwithstanding anything in the

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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 is 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 Student.

After Student has signed the contract agreeing to University housing assignment, if Student wishes to terminate this contract before Occupancy, Student must notify University in advance pursuant to the notice requirements. University will treat a Student's failure to enroll in classes and occupy the assigned space by the end of the first week of the Available Period of Occupancy each semester as Student's termination prior to Occupancy.

The following financial consequences will apply to any Student termination:

- The $50 application charge will not be refunded.
- The $1,000 deposit will be applied to any charges owed to CU Boulder and any remainder will be refunded.
- Any other financial responsibilities already paid by Student pursuant to this contract will be refunded or credited to Student's account to the extent they are refundable.

Before Occupancy cancellation charges:	**After Occupancy** cancellation charges:
If Student terminates prior to or on July 1, 2026, there is no cancellation charge.	Student must pay all financial responsibilities incurred from the first day of the Available Period of Occupancy through the date of checkout, in addition to a cancellation charge.
If Student terminates between July 1 and August 2, 2026, Student must pay a cancellation charge of 10% of the Rate for the Fall semester (start of contract until January 1).	Student must pay a cancellation charge of 50% of the remaining Rate from the date of checkout through the last day of the Available Period of Occupancy for the semester.
	The cancellation charge increases to 100% if Student terminates within 30 days of the last date of the Available Period of Occupancy for the semester (January 1 in the Fall and May 31 in the Spring).

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11. Termination by University.

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

b. Failure to Comply with Contract. With no less than 7 days prior notice, University may terminate or suspend this contract in whole or in part for Student'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 the eligibility and qualification requirements.

c. Student Property Exclusion. If Student Conduct and Conflict Resolution (SCCR) and/or the Office of Institutional Equity and Compliance (OIEC) has issued notice that Student is excluded from University property that includes Graduate & Family Housing, that exclusion automatically terminates this contract without any required further notice from University. In such event, Student must comply with the exclusion as directed. After the housing exclusion has been lifted, Student may request to move back into University Housing if Student is otherwise qualified and space is available at the time of such request. If reinstated, Student will be required to execute a new contract for University Housing.

- Student Disruption or Threat to Health or Safety. University may immediately terminate or suspend this contract if University determines that conduct by Student poses a material and substantial disruption to University Housing activities or Student constitutes an imminent threat to the health or safety of other students.

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

- The $50 application charge will not be refunded.
- The $1,000 deposit will be applied to any charges owed to CU Boulder and any remainder will be refunded.
- Student must pay all financial responsibilities incurred from the first day of the Available Period of Occupancy through the date of checkout, in addition to a cancellation charge.
- Student must pay a cancellation charge of 50% of the remaining Rate from the date of checkout through the last day of the Available Period of Occupancy for the semester.
- The cancellation charge increases to 100% if Student terminates within 30 days of the last date of the Available Period of Occupancy for the semester (January 1 in the Fall and May 31 in the Spring).
- Any other financial responsibilities already paid by Student pursuant to this contract will be refunded or credited to Student's account to the extent they are refundable.

a. University-Initiated Terminations Unrelated to Student Conduct. University may immediately terminate or suspend this contract in order to address or respond to extenuating circumstances that are beyond the reasonable control of University or Student 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, pandemic – including novel

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Coronavirus (COVID-19), earthquake, other natural disaster, war, invasion (terrestrial or extraterrestrial), 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, Student is required to evacuate and move out in a manner and time period as reasonably determined and directed by University under the circumstances.

The following financial consequences will apply to any University-initiated termination unrelated to student conduct after a Student's Occupancy.

Athens North Student must pay all financial responsibilities incurred from the first day of the Available Period of Occupancy through the date of checkout. University will refund to the Student a prorated portion of Rates based on CU Boulder's termination date.
• The $50 application charge will not be refunded.
• The $1,000 deposit will be applied to any charges owed to CU Boulder and any remainder will be refunded.

b. Without Cause. University may terminate this contract before Student's Occupancy for any reason with 14 days prior notice, to the extent feasible, to the Student. If University terminates without cause before Occupancy, it will refund to Student the application fee, deposit, and any Rates paid by Student.

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 University or Student terminates this contract after Occupancy, the Student must complete check-out procedures by (1)Submitting an Intent to Vacate form in the MyCULiving Portal and (2) personally going with their Buff OneCard to the front desk of their assigned building during office hours to: (a) sign out on the documentation provided by University staff and (b) present their Buff OneCard to University staff so that building and room access can be deactivated. Student is also responsible for cleaning the room and returning furniture to its original position before departing. Any request from the Student for modification of these check-out procedures must be requested from and approved by University. A Student's failure to comply with check-out procedures may result in continuation of the Student's financial responsibility for Rates, including any additional charges as reflected in c. Notification of damage charges are sent to the Student Colorado.edu email address following move-out.

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

c. Student Occupancy after Available Period of Occupancy or Termination. Unless otherwise approved by University, if a Student continues to stay and occupy the Student Housing assignment, whether in person or with personal property, after the Available

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Period of Occupancy for the semester or termination, University may charge the Student $200 per each day of Occupancy, plus the daily rate of Cost of Living Expenses for Students who live in the Residence Hall or the daily Room Rate for Students who live in Apartment Style Hall. After termination or at the end of the Available Period of Occupancy, whichever occurs first, the University reserves the right to restrict or prohibit the Student's access to the Student Housing building and space. All Student personal property that is not removed may be deemed abandoned and may be removed and disposed of at University's discretion. University may charge Student a reasonable charge in the event it must remove any items.

13. Petition Process.

a. Release from Cancellation Charge for Student Termination. Student may request that University release the requirement to pay the cancellation charge as a result of the Student terminating the contract by submitting a petition to University. University will review submitted petitions based upon the information provided and respond to the Student within a reasonable period of time not to exceed 10 business days.

b. Grounds for Release from Cancellation Charge for Student Termination. University may approve release from the cancellation charge under the following circumstances: (1) Student is a military reservist who was called to active status during a national or state emergency and has provided supporting documentation; (2) the Student has a Medical Marijuana card and provides a copy of the card; (3) the Student has a concealed carry permit, provides a copy of the permit, and that they wish to carry a handgun in accordance with the permit; and (4) Student has provided evidence University deems appropriate to establish that Student should be released from the cancellation charge requirement.

14. Accommodations Requests.

a. Disability. Students 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. Students with service or approved assistance animals must also abide by the expectations provided by Disability Services.

b. Religious. Students who would like to request a reasonable accommodation to any of the requirements of this contract or for any other housing/living needs must submit a written request to University Housing.

15. Notices.

a. Notice to the Student. All notices to Student shall be made by sending an email to Student's University issued email address, i.e. colorado.edu account. For students new to the University who do not yet have a University email address, all University notices to Student shall be made by the University sending an email to the account listed on Student's application for University Housing until the Student receives a University email address. The date of notice is the date the email is sent by the University to Student.

b. Notice to the University. All notices or other communications to the University from Student required by this contract shall be provided in writing to University Housing,

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Center for Community, S300, 159 UCB, Boulder, CO 80309-0159 or by sending an e-mail to universityhousing@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 Student to the University.

17. 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 Athens North. 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. Amendments. University may revise, update, or otherwise alter any and all terms of this contract at any time after providing prior written notice to the student no later than 14 days before the effective date of such changes.

c. No Assignment. Student shall not assign or transfer any rights under this contract to any other party.

d. Nondiscrimination. The University 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.

e. Digital Signature and Copies. Student will sign this contract in digital format, and it will be effective as of that date. Student will receive a copy of the contract via email and it is also available in the MyCULiving portal. An unsigned copy of this contract is made upon request to the University Housing office, universityhousing@colorado.edu.

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Signature Date

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