UNIVERSITY OF COLORADO BOULDER

Graduate & Family Housing Lease Agreement

2026-2027

SAMPLE

THIS LEASE AGREEMENT ("Lease") is entered into between The Regents of the University of Colorado, a body corporate, ("University") and the undersigned resident ("Leaseholder"). In consideration of this Lease, the University hereby leases to Resident, and the Leaseholder hereby leases from University the Premises described as_____, Boulder, CO, together with the furnishings and fixtures therein. During the term hereinafter set forth, the Leaseholder agrees to use the Premises as a residence on the conditions following.

1. RENTAL. The Leaseholder shall pay to the University at the Student Affairs Cashier's office, the rent for the first month or prorated portion thereof, prior to move in unless otherwise agreed to by University. Thereafter, the Leaseholder 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 Leaseholder to termination of Lease. Failure to pay rent owed will result in the student's debt being placed in their University Bursar account, and non-students will have their debt sent to a collection agency. This will prevent further enrollment and will result in a hold on the Leaseholder's academic transcripts. Leaseholder agrees to pay annual rental rate increases as of July 1st and as per effective dates(s) that occur within the inclusive dates of this lease agreement.

2. TERM OF LEASE. The term of the Lease shall begin at 10:00am on and end at 10:00am on July 1, 2027. Any lease renewal will be contingent on the continued eligibility of the Resident/Leaseholder.

3. SECURITY DEPOSIT. Leaseholder will maintain a security deposit of One Thousand Dollars ($1,000) at or prior to the execution of this Lease. Without limiting the Leaseholder's obligation for payment of any rent, damages, late fees or other charges associated with this lease, the University will apply this sum to the payment of such charges not otherwise paid by Leaseholder. The University will remit the difference, if any, to the Leaseholder within 60 days after the expiration or prior termination of the Lease. In addition to other legal remedies, Leaseholders 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.

4. UTILITIES. The University will arrange for and bear the cost of electricity and natural gas. The Leaseholder will arrange for and bear the cost of local telephone service if such service is desired. The Leaseholder 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. 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.

5. OCCUPANCY. Leaseholder agrees to occupy the Premises exclusively as a residence for the Leaseholder and members of the Leaseholder's immediate family, or other occupants who are on written record and have received prior approval by the Graduate & Family Housing Office and are referred to in section 19, "Occupants". Upon University's request, the Leaseholder shall provide proof that Leaseholder has legal custody of any children in residence on the Premises. All non-familial-related occupants must maintain full-time eligibility with the University in order to occupy the Premises. Proof of eligibility will be required before the time any other occupant is added to the Lease. Non-familial occupants will be required to provide proof-of-eligibility for each semester they remain on the Lease.

> **A.** Before making any occupancy change under this Lease, the Leaseholder 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 Leaseholder fails to obtain prior approval, the University reserves the right to terminate this Lease or transfer the Leaseholder to another unit.

B. Sex Offenders. If a 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 sleeping quarters of others and with residents that may include minor students and children. Based on the 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 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 their 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 Leaseholder will be given the option of providing confidential contact information in the event of an emergency or in cases where the Leaseholder is reported to be missing or of concern. During the check-in process, every Leaseholder will be asked to identify that confidential contact. If the Leaseholder does not wish to list a contact, they may decline to do so.

6. ALTERATIONS. The Leaseholder shall not make any alterations to the Premises without prior written approval from the Graduate & Family Housing Office. No additional electrical outlets, wall sockets or voltage shall be installed. It is understood and agreed that all alterations, decorations, additions and improvements (or "Fixtures"), installed, shall immediately become the property of the University upon installation. The University may request that Fixtures installed be removed by the Leaseholder, within the term of this Lease and full restoration of the Premises by the Leaseholder to the condition existing before the term of this Lease. If Leaseholder fails to remove any fixtures, furniture, furnishings, or personal property owned by Leaseholder or installed by Leaseholder in the Premises upon the expiration or termination of this Lease, Leaseholder shall be deemed to have abandoned the same, in which case the University may move and store the same at Leaseholder'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 Leaseholder 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 Leaseholder for any cleaning or repairs required to return the Premises, fixtures and furnishings to a good, sanitary condition. Leaseholder may not disable smoke detectors or carbon monoxide detectors.

6. INSPECTION, MAINTENANCE, PRESERVATION, UPGRADES, 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, preservation, maintenance, upgrades and repairs, and to enter upon the Premises at other times deemed necessary by the University to meet emergency conditions (or "Repairs"). In circumstances where is the University determines it is unsafe to enter the Premises, inspections may be done virtually. Leaseholder requested repairs shall be made by the University, as determined necessary the University. The cost of such Repairs as are necessitated by the willful act or neglect of the Leaseholder, including overloading of any electrical circuits, will be charged to and paid by the Leaseholder. Items found in or around Graduate & Family Housing that the University determines poses a health or safety threat will be removed by the University.

7. OTHER OCCUPANTS, ASSIGNMENT, AND SUBLETTING. Other Occupants may be authorized by the University with prior written approval from the Graduate & Family Housing Office. All occupants, in addition to the Leaseholder, residing in the Premises must be eligible to live in Graduate & Family Housing and be added to the Lease by the Leaseholder prior to moving in. The Leaseholder shall not transfer, assignor sublet all or any portion of the Premises. Any assignment of this Lease or subletting of the Premises will subject the Leaseholder to termination of this Lease.

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8. 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 immediate families. The Leaseholder and all non-familial-Occupants (as defined in the Graduate and Family Housing Handbook) must be enrolled as a full-time student as defined by the Office of the Registrar at the University of Colorado OR a member of the faculty or staff employed at 85% full time. Eligibility is based on information submitted at the time of application and subsequent evaluations of Leaseholder's eligible status. Changes in family status, student status, or employment with the University may subject the Leaseholder to termination of this Lease if eligibility criteria are no longer met. The Graduate & Family Housing eligibility criteria allow students up to one semester on an approved Leave of Absence as defined by the office of the Registrar during their stay in Graduate & Family Housing.

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

A. CARE OF PREMISES. The Leaseholder is responsible for the appearance and cleanliness including clearing of snow, ice, trash, or possessions of the Leaseholder or the Leaseholder'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. Leaseholders may not the Premises, other CU Boulder property or University provided technology for commercial activities.

C. FIRE HAZARDS. The Leaseholder shall not permit conditions in the Premises that will in any way create either a risk of fire or 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 a false fire alarm, or tampering with fire safety equipment, is not permitted.

D. PETS. The Leaseholder shall not keep or allow visitors to bring in the Premises or around the Graduate & Family Housing area, any pets or other animals. This prohibition will apply to any Leaseholder's 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 Leaseholder shall neither make nor permit the making of any disturbing noises upon the Premises by Leaseholder, Occupants, Leaseholder's family or guests, nor permit anything to be done by such persons that interferes with the reasonable rights, comforts, conveniences, or quiet enjoyment of the other Leaseholders or occupants of Graduate & Family Housing. The Leaseholder is responsible for Leaseholder's children and guest(s) in and around the Graduate & Family Housing areas. Incidents reported to CU Police, or other University staff, involving inappropriate behavior by the Leaseholder, Leaseholder's family members and/or guest(s), may subject the Leaseholder to disciplinary sanctions, provisions and/or termination of this Lease.

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

G. CONSTRUCTION. The Leaseholder agrees to move personal belongings in the Premises, at the Leaseholder's expense, when the University requires it to make improvements to the Premises or University property related to health and safety.

H. CONTROLLED SUBSTANCES. Leaseholder, family, roommates, and guest(s), may not possess, use, manufacture, produce, or distribute or to aid in the use, manufacture, production, or distribution of any controlled substance in the Premises or on Graduate & Family Housing, 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 other applicable University policies.

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I. WEAPONS AND FIREARMS. Leaseholder agrees that as a condition of renting the Premises, Leaseholder will not 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 Lease, the University may immediately terminate this Lease for violation of this paragraph.

J. SMOKING. The Smoke Free Campus Policy prohibits smoking on all University property, both indoors and outdoors, including any Graduate & Family Housing Premises, balcony, patio, hallway, or public area. This policy 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 may constitute a Lease violation.

K. DISABILITY ACCOMMODATIONS. Residents with disabilities who require a reasonable 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 must 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.

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

L. MARIJUANA PROHIBITED. CU Boulder prohibits the possession, use, or distribution of marijuana on campus. This prohibition applies regardless of whether the Leaseholder complies with state recreational use laws and if the Leaseholder has obtained a Medical Marijuana Registry Identification Card. Leaseholders 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; Leaseholders must submit this to Disability Services.

M. PEST CONTROL. Leaseholders are prohibited from using any pesticides in the Premises or on University property. 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 representatives to enter and treat the Premises 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, Leaseholders must immediately contact the front desk at 303-492-6384 or Housing Facilities Services at 303- 735-5555. Leaseholders will be responsible for any costs associated with temporary relocation or personal belongings related to pest control. Leaseholders may be temporarily or permanently reassigned within University Housing for pest control. The University may terminate this Lease if it remediates a room for bedbugs more than twice.

10. LIABILITY AND INSURANCE. The University's liability under this Lease 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 Lease 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 Leaseholder 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 Leaseholder, Occupants or Guests is hereby notified that the Premises are located within the Boulder Creek Flood Hazard Area and that Leaseholder 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. Leaseholders 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 Leaseholder. Damaged property is not replaced by the University under any circumstances.

_____(Leaseholder Initials)

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11. TERMINATION BY LEASEHOLDER. The Leaseholder may elect to terminate this Lease with at least thirty (30) days written notice to University by submitting the Intent to Vacate form available in the Resident Portal. Leaseholder agrees to comply with the vacating instructions provided in the Graduate and Family Housing Handbook. The Intent to Vacate form must be submitted at least thirty (days) prior to the departure date, including at the end of the Lease term. Leaseholders who terminate their Lease before the end of the Lease term are responsible for a financial penalty equivalent to one month's rent or the remaining rent balance for the lease, whichever is less. Exceptions to this penalty are outlined in the Graduate and Family Housing Handbook.

12. TERMINATION BY UNIVERSITY. The University may terminate this Lease, with prior written notice to the Leaseholder, and re-enter the leased Premises with complete right to exclude the Leaseholder 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 a faculty or staff Leaseholder is terminated from employment at the University, or to an appointment less than 85% full time, or when a student change in status is such that the Leaseholder is no longer eligible for housing.

B. If the Leaseholder 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 Leaseholder uses all or any part of the Leased Premises for any purpose other than as a residence.

D. If the Leaseholder 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 14 days

E. If the Leaseholder is delinquent in Graduate & Family Housing payments.

F. If the Leaseholder, or any person residing on the Leased Premises 1) violates any of the conditions or responsibilities contained in this Lease, Graduate & Family Housing Leaseholder 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 University must treat a Leaseholder's Premises more than twice for bedbugs.

H. If the Premises becomes uninhabitable for any reason, at the discretion of the University.

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

13. ABANDONMENT. Should the Leaseholder abandon the Premises without notice, Leaseholder will be responsible for the remainder of the rent due to this Lease, until such time the University is able to rent to another Leaseholder or a penalty equivalent to a minimum of one month's rent.

14. HOLDOVER TENANCY. If the Leaseholder does not vacate the Premises and return all keys, or have digital keys deactivated by office staff, on the established vacate date, the Leaseholder 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, or digital keys deactivated, and shall be on the same terms and conditions specified in this Lease. Leaseholder'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 is the University's good faith estimate of the actual damages that Leaseholder would incur. Leaseholder's continued occupancy of the Premises after the termination of this Lease does not constitute a renewal or extension of this Lease.

15. FEDERAL AND STATE LAW AND UNIVERSITY LAWS, POLICIES and RULES AND PROCEDURES. The Leaseholder will comply with all Federal and State of Colorado laws and regulations, and all University laws and policies, and those relating to its use of the Premises 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. The aforementioned policies are hereby incorporated by reference and made a part of the Lease. The University reserves the right to amend or further 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

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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.

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16. Occupants. Additional residents ("Occupants") may only be added to the Residence at the discretion of the Leaseholder. The Occupant Request form must be completed and the Occupant Agreement is required for any Occupant 18 years old or older.

17. OTHER PROVISIONS:

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_____

I, the Leaseholder, agree to the terms and conditions of this Lease.

_____	_____	_____
Leaseholder Signature	Leaseholder Name	Date

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