

Amended and Restated University Housing Contract Academic Year 2020-2021

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:

- “University” means the Regents of the University of Colorado, a body corporate, that is the governing board of the University of Colorado system.
- “CU Boulder” means the University of Colorado Boulder, a campus of the University of Colorado.
- “Housing & Dining” means the CU Boulder’s Division of Student Affairs.
- “Student” means a prospective or admitted CU Boulder student who has requested to live in University Housing for the Fall 2020-Spring 2021 academic semesters.
- “University Housing” means CU Boulder’s residence halls and Bear Creek.
- “Returning Student” means a student who has previously resided in University Housing.
- “Term” means the effective period of this contract.
- “Available Period of Occupancy” means the general period of dates, starting from the first day any Student may move in to University Housing through the last day any Student may move out from University Housing, that CU Boulder has designated that any Student may occupy University Housing.
- “Breaks” means periods that CU Boulder has designated as non-academic periods in its calendar.
- “Room and Board Rates” means the charges assessed for housing and dining services available under this contract to Student living in a residence hall.
- “Room Rates” means the charges assessed for housing services available under this contract to Student living in Bear Creek.
- “Rates” means any charges assessed for housing and/or dining services available under this contract to Student.

- 1. Effect of Contract.** This contract forms the exclusive housing and dining contract between the University and Student for the Fall 2020-Spring 2021 academic semesters.



To the extent Student previously signed a housing and dining contract for this period, this contract supersedes the prior contract in its entirety.

2. Student Eligibility.

- a. First-year Student Live-on-campus Requirement. Within CU Boulder's capacity to provide housing and dining, both in its own facilities or nearby off-campus facilities operated through third-party contractors who have a relationship with Housing & Dining, CU Boulder requires all first-year students regardless of transfer credit standing to reside in University Housing for two academic year semesters. First-year students may request that Housing & Dining release them from this residency requirement by filing a petition for release.
- b. Minimum Credit Enrollment. Unless Housing & Dining has granted written permission, only Students who are regularly enrolled for six or more undergraduate credits at CU Boulder or the Division of Continuing Education are eligible to reside in University Housing.
- c. Age Eligibility. Students who are younger than 16 years of age or older than 24 years of age must contact Housing & Dining to obtain approval prior to living in University Housing.
- d. Bear Creek Eligibility. Only students who are approved as having second year or greater undergraduate status are eligible to reside in Bear Creek.
- e. Returning Students Compliance History. To be eligible for University Housing, any Returning Student must have history of complying with their financial and conduct obligations as defined by CU Boulder and Housing & Dining.

3. Student Steps to Qualify for Assignment. Before Housing & Dining will assign a Student to University Housing, Student must: (1) complete and submit an application to Housing & Dining; (2) sign and submit this contract to Housing and Dining; (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. Housing & Dining has the sole discretion to assign a Student to University Housing, both in its own facilities and in off-campus facilities within a 3 mile radius from campus that are operated through third-party contractors who have a relationship with Housing & Dining.

- a. Priority of Allocation. Housing & Dining prioritizes assignments for first-year students. Housing & Dining will also prioritize assignments to enhance the learning environment, address health and safety needs, and to provide for cohorting of students.
- b. Assignments by Gender. Housing & Dining assigns University Housing by the Student's self-identified gender.
- c. Roommate and Other Preferences. While Housing & Dining will make a good faith attempt to meet the Student's preferences for roommates, building, floor, and



occupancy type, Student must comply with Housing & Dining's assignments of University Housing and may not change a housing assignment without permission.

d. No Guarantee of University Housing. While Housing & Dining will use its best efforts, CU Boulder cannot guarantee that any Student will receive an assignment within University Housing. If Housing & Dining 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. CU Boulder-Initiated Changes. Housing & Dining 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, 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.

b. Types of CU Boulder-Initiated Changes. Among the changes that Housing & Dining may make to Student's assignments are the location of the assignment, occupancy type, or roommate. Housing & Dining may reassign a Student to a new room, floor, building, or off-campus facility operated by a third-party contractor who has a relationship with Housing & Dining. Housing & Dining may assign Student one or more new roommates if a vacancy occurs in a multiple occupancy room. Housing & Dining may assign a Student to a location determined appropriate by CU Boulder as necessary to allow for isolation and quarantine due to COVID-19 or other infectious disease.

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

d. Student-Initiated Requests. A Student who wishes to request a change in housing assignment may submit a written request to Housing and Dining for its consideration. Housing & Dining retains the sole discretion whether to grant any changes in assignment.

e. Charges for Student-initiated Requests. A Student is responsible for any increased Rates because of a Student-initiated change in assignment.

6. Term; Available Period of Occupancy.

a. Term. This contract is in effect from the date of Student's signature through the Fall 2020-Spring 2021 academic semesters or date of Student's last occupancy, whichever is later.

b. Available Period of Occupancy. CU Boulder will determine the Available Period of Occupancy for University Housing during each academic semester. CU Boulder will determine the dates by which it will allow Student to move in University Housing, the dates of any Breaks, the dates Student may return to University Housing after Breaks, and the dates by which Student must vacate University Housing.



- c. Occupancy During Breaks. Student living in a residence hall is not permitted to occupy University Housing during Breaks unless Housing & Dining grants written permission and the Student executes a contract governing those periods.
- d. Charges for Occupancy During Breaks. Room and Board Rates do not include occupancy during Breaks for a Student living in the residence hall. A student who occupies the residence hall during one or more Breaks is responsible for additional room and board charges defined in the contract for those periods.
- e. Modification of Available Period of Occupancy. CU Boulder retains the sole discretion to modify the Available Period of Occupancy, including for any reason CU Boulder deems necessary for health and safety reasons. CU Boulder will notify Student of any modifications as promptly as is feasible under the circumstances.

7. Dining Services.

- a. General Meal Plan Rules and Restrictions. Any Student who lives in the residence halls must have a meal plan. Meal plans are not required or available for Students who live in Bear Creek.
- b. Dining Services During Breaks. Dining service and meal plans may or may not be offered by Housing & Dining during Breaks. If Housing & Dining approves Student to remain in a residence hall during any Break, any dining service or meal plan options will be addressed in a subsequent contract.
- c. Transferability. Meal plans are for the benefit of the individual Student only and are not transferrable to other students or individuals.
- d. Quantity of Visits. The number of meals specified in the plans addressed below represents the quantity of visits per week that the Student may enter a dining center for a meal or obtain a meal at a grab-go-location without making a payment.
- e. Missed or Unused Meals. CU Boulder will not provide a Student with discounts or refunds for unused or missed meals. Unused or missed meals do not roll forward to the next week or from semester to semester. Unused or missed are not transferable by Student to others. Student may not transfer money or quantity of visits between a meal plan account and a Munch Money account.
- f. First-Year Student Meal Plan Rules and Options. During their first two semesters (not counting summer school), all first-year Students living in the residence halls must select one of the following meal plans:
 - **19 Meal Option** – 19 meal accesses/week plus \$150 Munch Money/semester
 - **15 Meal Option** – 15 meal accesses/week plus \$200 Munch Money/semester

Housing & Dining will assign the 19 Meal Option if a Student does not select a meal plan on the application.



g. Other Students Meal Plan Options. All Students, other than first-year Students, who live in the residence halls must select from one of the following meal plans:

- **19 Meal Option** – 19 meal accesses/week plus \$150 munch money/semester
- **15 Meal Option** – 15 meal accesses/week plus \$200 munch money/semester
- **10 Meal Option** – 10 meal accesses/week plus \$250 munch money/semester

Housing & Dining will assign the 19 Meal Option if a Student does not select a meal plan on the application.

h. Meal Block Plans for Students Assigned to Apartment style room types. All Students, other than first-year Students, assigned to live in residence hall apartment style room types must select one of the following meal block plans:

- **19 Meal Option** – 19 meal accesses/week plus \$150 munch money/semester
- **15 Meal Option** – 15 meal accesses/week plus \$200 munch money/semester
- **10 Meal Option** – 10 meal accesses/week plus \$250 munch money/semester
- **120 Block Plan** – 120 meal card swipes
- **80 Block Plan** – 80 meal card swipes
- **50 Block Plan** – 50 meal card swipes

Housing & Dining will assign the 50 Block Plan to any Student assigned to an apartment that does not select a meal block plan on the application. Bear Creek Students are not eligible for meal plans.

i. Changes to Meal Plan. Any Student who would like to make a change to their meal plan must submit an email request to Housing & Dining at studenthousing@colorado.edu. Any Student who requests to change a meal plan after 30 days from the first date of occupancy each semester must pay a \$50 administrative charge.

j. Munch Money Rules and Restrictions. Munch Money provides flexibility to the meal plan holder. In addition to meals at dining centers and grab-n-go's, Student can use it at campus retail outlets or to pay for guest meals at grab-n-go's. Unused Munch Money at the end of each semester does not roll forward to the next semester or term and is not refundable. Munch Money is not transferable. If Student's munch money balance is depleted, additional funds (in the form of campus cash) may be added at any time to Student's Buff OneCard.

k. Dates and Times of Operation. Dining Centers and grab-n-go's are generally open for up to 19 meals per week, including brunch and dinner on Saturday, Sunday, and

selected holidays. Breakfast is not served on Saturdays, Sundays, Labor Day, or the Martin Luther King Jr. holiday. The dates, location and models of dining services are subject to CU Boulder's discretion and are subject to modification to address public health concerns. The University may limit the occupancy of dining halls, limit the amount of time students may reside within dining halls, or make other operational adjustments needed to address health and safety concerns. Dates of dining service are subject to changes in the academic calendar and the Available Period of Occupancy.

l. Use of Dining Centers. To the extent dining in and buffets are permissible and offered by Housing & Dining, Students are welcome to eat as much as they like in the dining center. Carryout items are limited to a piece of fruit or hand-held dessert. Student may not bring containers into the dining center for use in removing food or bringing outside food into the dining center. Removing any items from the dining center is prohibited and may be reported to university police and/or referral to Student Conduct and Conflict Resolution for disciplinary action.

m. Access to Dining Centers. Student entrance to the dining centers requires a Buff OneCard and active meal plan. Students are prohibited from transferring a meal visit, sharing a meal plan, or giving their Buff OneCard to any other person, including for the purposes of entrance into the dining center. Violations may result in additional charges, cancellation of meal plan without a refund, and/or referral to Student Conduct and Conflict Resolution for disciplinary action.

n. Student Dietary Restrictions. Students with questions or concerns about dietary restrictions and preferences should contact the Campus Dining Services' Registered Dietitian at 303-492-6325 to receive dietary information and available menu choices. Students who would like to request a reasonable accommodation to a disability must request accommodation through the [Housing Disability Accommodations Committee](#).

8. Student Financial Responsibilities.

a. Application Charge. To qualify for University Housing, CU Boulder may require that the Student remit a payment of \$50.00 as a non-refundable application charge. This charge addresses a portion of CU Boulder's costs to process the Student's application and deposit. CU Boulder 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, CU Boulder may require that Student remit a payment of \$250.00 as a deposit. This deposit addresses potential costs to CU Boulder from Student's occupancy in University Housing, 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. CU Boulder, at its sole discretion may decide to waive the deposit for all students and will notify Student of any such waiver.

c. Rollovers and Deferrals. If Student signs a contract for University Housing for the next academic year, Housing & Dining will roll over the application charge and any balance from Student's deposit to the next academic year. If Housing & Dining has assessed any charges against the deposit, Student will be required to remit additional

funds to bring the deposit to \$250 for the next academic year. If Student signs a contract offered for University Housing but defers their admission to CU Boulder from the fall semester to the spring semester, Housing & Dining will roll over the application charge to the spring semester and the Student will not be required to pay that charge again. If Student defers to the next academic year, CU Boulder will retain the application charge and refund the deposit.

d. Residence Hall Room and Board Rates. CU Boulder will assess students who are assigned to live in the residence halls 2020-2021 Room and Board Rates each semester as follows:

- Roommate(s) & Community Bath: \$7,610
- Individual Space & Community Bath: \$8,405
- Roommate(s) & Attached Bath: \$8,405
- Individual Space & Attached Bath: \$8,644
- Roommate(s) & Apartment: \$8,644

Students who receive an assignment are assessed the full rate regardless of the date they check into or out of University Housing. If CU Boulder assigns Student University Housing after the first day of classes, it will not assess Student for any days that predated the assignment.

e. Bear Creek Room Rates. CU Boulder will assess students who are assigned to live in Bear Creek the 2020-2021 Room Rates each semester as follows:

- 4-Bed 2 Bath Apt, Double Apartment (Shared bedrooms - 2 bedrooms & 2 shared bathrooms): \$2,968
- 4-Bed 2-Bath, Single Apartment (4 Private bedrooms & 2 shared bathrooms): \$4,110
- 2-Bed 1-Bath, Single Apartment (2 Private bedroom & 1 shared bathroom): \$4,798
- Studio Apartment (Private space & 1 bathroom): \$6,383
- 1-Bed 1-Bath, Single Apartment: (1 Private bedroom & 1 bathroom): \$7,067

Students who receive an assignment are assessed the full rate regardless of the date they check into or out of University Housing. If CU Boulder assigns Student University Housing after the first day of classes, it will not assess Student for any days that predated the assignment.

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

g. Responsibility and Enforcement. The Student accepts full responsibility to pay all applicable financial responsibilities under this contract by the scheduled due date. If Student fails to meet the financial responsibilities and has not made arrangements acceptable to CU Boulder to bring Student's account current, CU Boulder 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. CU Boulder 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 CU Boulder 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.

h. 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, CU Boulder 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.

i. Refunds. CU Boulder will refund amounts paid under this contract only if the contract has been terminated. 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 University Housing opening day, CU Boulder will consider whether to issue Student a credit to Student's account for a portion of the Rates. If CU Boulder 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 CU Boulder initiated termination unrelated to student conduct under this contract.

9. Student Conduct and Use Responsibilities. As a condition of living in University Housing, 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, available at: <https://www.colorado.edu/sccr/>; the Office of Institutional Equity and Compliance's Resolution Procedures, available at <https://www.colorado.edu/oiec/>; and Housing & Dining requirements in the Residential Handbook available at: <https://www.colorado.edu/living/housing/policies-forms-and-accommodations>

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. CU Boulder's requirements may include: prescreening measures; educational trainings; infectious disease testing as CU Boulder deems appropriate; information reporting and assisting with contact tracing; wearing a face covering over mouth and nose; complying with campus density restrictions and physical/social distancing guidelines; implementing personal hygiene and respiratory etiquette; and complying with any isolation or quarantining measures. Notwithstanding any other



provision of this contract, CU Boulder may immediately terminate this contract without prior notice if Student violates this requirement.

c. 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 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 University Housing, including any handgun(s) carried in accordance with the Colorado Concealed Carry Act. Notwithstanding any other provision of this contract, CU Boulder 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 Policy and Procedures, Student's prior or pending criminal and/or disciplinary conduct may make Student ineligible to live in University Housing. CU Boulder will determine whether Student remains eligible to remain in University Housing or whether to terminate this contract. If permitted to remain in University Housing, Student must comply with any applicable CU Boulder or Housing & Dining requirements.

f. Sex Offenders. If it comes to CU Boulder's attention that Student is a registered sex offender, CU Boulder will determine whether the Student is eligible to live in University Housing. If permitted to live in University Housing, Student must comply with registration requirements mandated by state law, as well as register with the University of Colorado Boulder Police Department ("CUPD"). If Student is convicted of a sex offense while living in University Housing, Student must notify the Director of Housing Administration, or designee, of such conviction and CU Boulder will determine whether Student remains eligible to remain in University Housing or whether to terminate this contract. If permitted to remain in University Housing, Student must comply with any applicable sex offender registration requirements, including registering with CUPD.

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 encouraged to carry their own personal property insurance. CU Boulder assumes no responsibility for any theft, destruction, or loss of money, valuables, or other personal property belonging to the Student.

h. University Property. Student must use CU Boulder property, including the building, common spaces, rooms, and furnishings in the manner for which they were designed. No CU Boulder property, including room and lounge furnishings, may be moved within the building or taken from the building without Housing & Dining's prior written authorization. Student rooms and CU Boulder property and technology are not to be used for business activities.

i. Property Cleaning, Damage or Destruction. Student is prohibited from damaging or destroying CU Boulder property. If CU Boulder 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. Housing & Dining will first apply the deposit pursuant required under this contract to cover such charges. Student will be responsible for paying any remaining charges.

j. Daily Cleaning Responsibility by University and Students. CU Boulder provides daily cleaning service for all common areas within the building, including but not limited to high touch point surfaces, community bathrooms, community kitchens, lounges, study areas, and community center desks. For health and safety risk mitigation of COVID-19, CU Boulder will be increasing the daily frequency of cleaning of common areas in addition to installing and implementing additional safety measures. 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 in the residence halls and 30 gallons of volume in Bear Creek. This prohibition does not apply to service animals as defined under federal and state law or approved assistance animals for individuals with disabilities.

l. Pest Control and Pesticides. CU Boulder prohibits Student from using any pesticides in University Housing. Housing & Dining 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, 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. CU Boulder may terminate this contract if it remediates a room for bedbugs more than twice.

m. Telecommunication, Data Access, and Technology. CU Boulder provides both high-speed Ethernet and wireless network access to the internet in all University Housing. Students must comply with the use requirements and restrictions applicable to any CU Boulder 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, CU Boulder does not provide landline telephone services in University Housing. Student may request that CU Boulder provide landline telephone services in their assignment for a nonrefundable charge of \$500 per academic year by contacting Housing & Dining at 303-492-6673 or studenthousing@colorado.edu and submitting the necessary forms. Requests submitted before July 31 are typically

activated by CU Boulder before Student arrives. Requests submitted after July 31, typically take up to three weeks for activation. CU Boulder landline telephone services includes installation, activation, basic local service for a single line analog telephone, and continuation of service if moved to a different room. The Student must provide at their own expense the telephone handset and any long-distance minutes.

n. Reserved Right of Entry. CU Boulder 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 CU Boulder 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 CU Boulder 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. CU Boulder may remove from University Housing any prohibited items seen by CU Boulder staff or items that pose a health or safety threat and/or are illegal.

10. 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 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.

11. Termination by the Student.

a. Termination Before Occupancy. After Housing & Dining has assigned Student to University Housing assignment, if Student wishes to terminate this contract before occupancy, Student must notify CU Boulder in advance pursuant to the notice requirements. A first-year Student cannot terminate this contract before occupancy unless CU Boulder released Student from the live-on requirement under this contract. Except for first-year Students, CU Boulder will treat a Student's failure to enroll in classes and occupy the assigned space by 9:00 AM on the first day of classes each semester as Student's termination prior to occupancy. The following financial consequences will apply to any Student termination prior to occupancy:

- The \$50 application charge will not be refunded.
- The \$250 deposit will be refunded.

- If Student terminates prior to or on August 10, 2020 there is no cancellation charge.
- If Student terminates after August 10, 2020, Student must pay a cancellation charge of 15% of the Rate for that semester.
- CU Boulder will not require Student to pay a cancellation charge if: (1) CU Boulder has determined that termination of this contract is necessary to reasonably accommodate Student's disability; (2) Student has graduated, withdrawn by taking zero credits (including matriculation, continuing education, and online credits) at the University of Colorado Boulder; (3) Student has decided to attend another University of Colorado campus instead of the University of Colorado Boulder and provided documentation to Housing & Dining to support any of those circumstances; or (4) Housing & Dining approved Student's petition for release from the cancellation charge requirement.
- 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.

b. Termination After Occupancy. A first-year Student cannot terminate this contract after occupancy unless CU Boulder released Student from the live-on requirement under this contract. The following financial consequences will apply to any Student termination after occupancy:

- The \$50 application charge will not be refunded.
- The \$250 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.
- 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.
- CU Boulder will not require Student to pay a cancellation charge if: (1) CU Boulder has determined that termination of this contract is necessary to reasonably accommodate Student's disability; (2) Student has graduated, withdrawn by taking zero credits (including matriculation, continuing education, and online credits) at the University of Colorado Boulder; (3) Student has decided to attend another University of Colorado campus instead of the University of Colorado Boulder and provided documentation to Housing & Dining to support any of those circumstances; or (4) Housing & Dining approved Student's petition for release from the cancellation charge requirement.
- 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.

12. Termination by CU Boulder.

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



- Failure to Comply with Contract. With no less than 7 days prior notice, CU Boulder may terminate or suspend this contract in whole or in part (for example, dining services) 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.
- 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 University Housing, that exclusion automatically terminates this contract without any required further notice from the CU Boulder. 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. CU Boulder may immediately terminate or suspend this contract if the Director of Housing Administration or a designee 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 CU Boulder-initiated termination for student conduct:

- The \$50 application charge will not be refunded.
- The \$250 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.
- 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.
- 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.

b. CU Boulder-Initiated Terminations Unrelated to Student Conduct. CU Boulder may immediately terminate or suspend this contract in order to address or respond to extenuating circumstances that are beyond the reasonable control of CU Boulder 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 Coronavirus (COVID-19), 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, Student is required to evacuate and move out in a manner and time period as reasonably determined and directed by CU Boulder under the circumstances.



The following financial consequences will apply to any CU Boulder-initiated termination unrelated to student conduct after a Student’s occupancy.

- The \$50 application charge will not be refunded.
- The \$250 deposit will be applied to any charges owed to CU Boulder and any remainder will be refunded.

Residence Hall Student must pay all financial responsibilities incurred from the first day of the Available Period of Occupancy through the date of checkout. CU Boulder will refund to the Student a percentage of the remaining portion of Rates based on CU Boulder’s termination date. The refund schedule for Fall 2020 is provided below. CU Boulder will provide the Spring 2021 refund schedule to Students at a later time.	
CU Boulder Termination Date	Refund % on remaining Rates
August 17 - September 5, 2020	90%
September 6 - September 17, 2020	80%
September 18 - September 29, 2020	70%
September 30 - October 11, 2020	60%
October 12 - October 27, 2020	50%
After October 27, 2020	0%

Bear Creek Student must pay all financial responsibilities incurred from the first day of the Available Period of Occupancy through the date of checkout. CU Boulder will refund to the Student a percentage of the remaining portion of Rates based on CU Boulder’s termination date. The refund schedule for Fall 2020 is provided below. CU Boulder will provide the Spring 2021 refund schedule to Students at a later time.	
CU Boulder Termination Date	Refund % on remaining Rates
August 15 - September 5, 2020	90%
September 6 - September 17, 2020	80%
September 18 - September 29, 2020	70%
September 30 - October 11, 2020	60%
October 12 - November 28, 2020	50%
After November 28, 2020	0%

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

13. 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 CU Boulder or Student terminates this contract after occupancy, the Student must complete check-out procedures by personally going with their Buff OneCard to the front desk of their assigned building during office hours to: (1) sign out on the documentation provided by CU Boulder staff and (2) present their Buff OneCard to CU Boulder staff so that building and room access can be deactivated. Any request from the Student for modification of these check-out procedures must be requested from and approved by Housing & Dining. A Student's failure to comply with check-out procedures may result in continuation of the Student's financial responsibility for Rates.
- b. Financial Reconciliation. Within 60 days after termination by either the Student or CU Boulder or natural expiration of the Term of this contract, CU Boulder 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 CU Boulder, if a Student continues to stay and occupy the space whether in person or with personal property after the Available Period of Occupancy for the semester or termination, CU Boulder may charge the Student \$200 per each day of occupancy, plus the daily rate of Room and Board for Students who live in the residence halls and the daily Room Rate for students who live in Bear Creek. After 72 hours following the date of termination or the last Available Period of Occupancy for the semester, CU Boulder reserves the right to restrict or prohibit the Student's access to the building and space. All Student personal property that is not removed may be deemed abandoned and may be removed and disposed of at CU Boulder's discretion. CU Boulder may charge Students a reasonable charge in the event it must remove any items.

14. Petition Process.

- a. Release from First-year Student Live-on-campus Requirement. Student may request that CU Boulder release the requirement that first-year students live on campus by completing a petition available in the MyCULiving portal and submitting it to Housing & Dining in accordance with the directions on the form. Housing & Dining will review submitted petitions and respond to Student within 10 business days.
- b. Grounds for Release from First-year Student Live-on-campus Requirement. CU Boulder will approve release from the live-on campus requirement under the following circumstances: (1) Student notifies Housing & Dining and provides support documentation that they are military reservist who was called to active status during a national or state emergency; (2) Student has a Medical Marijuana card and provides a copy of the card to Housing & Dining; (3) Student has a concealed carry permit, provides Housing & Dining the permit, and notifies Housing & Dining that Student wishes to carry a handgun in accordance with the permit; (4) Student wishes to reside at a permanent address and commute a reasonable distance (as determined by CU Boulder) and provides Housing & Dining documentation establishing permanent residency; (5) Student is married and provides Housing & Dining a copy of a marriage or domestic partnership license; (6) Student provides documentation to Housing & Dining



establishing Student is not a first-year student; and (7) Student has provided evidence that Housing & Dining deems appropriate to establish that Student should be released from the requirement.

c. Release from Cancellation Charge for Student Termination. Student may request that CU Boulder release the requirement to pay the cancellation charge as a result of the Student terminating the contract by completing a petition available in the MyCULiving portal and submitting it to Housing & Dining in accordance with the directions on the form. Housing & Dining 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.

d. Grounds for Release from Cancellation Charge for Student Termination. CU Boulder will approve release from the cancellation charge under the following circumstances: (1) the Student notifies Housing & Dining that they are military reservist who was called to active status during a national or state emergency and has provided supporting documentation; (2) the Student notifies Housing & Dining that they have a Medical Marijuana card and provides a copy of the card; (3) the Student notifies Housing & Dining that they have 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 that Housing & Dining deems appropriate to establish that Student should be released from the cancellation charge requirement.

15. Disability Accommodations. 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 through the MyCULiving portal and may contact the Housing Disability Accommodations Committee at Housingaccommodations@colorado.edu with any questions or concerns.

16. 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 Housing & Dining, Center for Community, S300, 159 UCB, Boulder, CO 80309-0159 or by sending an e-mail to studenthousing@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



University of Colorado
Boulder

Housing & Dining

studenthousing@colorado.edu

(303) 492-6673

set forth herein with respect to University Housing. 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. CU Boulder 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 signed contract via email and it is also available in the MyCULiving portal. An unsigned copy of this contract is made consistently available on University's website at:

<https://www.colorado.edu/living/housing-options/residential-halls/rates-contracts>.