

Housing & Dining Contract Residence Hall New Student Academic Year + Breaks, 2020-21

EXECUTION OF THIS CONTRACT

This contract is between the Regents of the University of Colorado, a body corporate, for the benefit of the University of Colorado Boulder ("University") and the student applying for the residence halls (referred to in this contract as Student, Applicant or Resident). References in this contract to "you" or "your" refer to the Applicant/Resident. This contract is for the APPLICANT/RESIDENT only for the purposes of requesting a space in the Residence Hall, a student housing building allocated by the room, and may not be assigned or transferred in any manner by the student to another party. The University reserves the right to change any term of this contract at any time. Written notice will be provided to the student no later than 30 days before the effective date of such changes.

Applicants must complete, sign, and submit this contract, along with a completed Housing & Dining application, \$50 non-refundable application fee and a \$250 security deposit. **The \$250 security deposit is forfeited if at any time this contract is not fulfilled, unless cancelled in writing by May 15, 2020.**

This contract will be effective, and assignments confirmed, only upon applicant's completion of and deposit payment for the Housing & Dining application and contract. If assignment cannot be guaranteed, or if there is substantial delay in confirming assignments, the applicant will be notified.

Note: Application for, and confirmation of, admission to the university and application for residence halls assignments are separate transactions, acted upon separately by the university. The security deposit required for housing is distinct and separate from the enrollment deposit required for admission to the university.

FRESHMAN LIVE-ON POLICY

Subject to the availability of space, the university requires that all students admitted as first-year freshmen, regardless of transfer credit standing, live in a university residence hall and carry a traditional meal plan for two academic-year semesters (summer term(s) are not applicable toward this requirement). If freshmen students are married live with parents/legal guardians and wish to commute from home, or are age 21 or over, they may petition to be released from the freshman live-on requirement. Requests for permission to reside off campus for other reasons are considered on their own merit, taking into account individual circumstances. Petitions should be filed with Occupancy Management before completing a housing contract. Students with disabilities who seek to request an off-campus accommodation should email housingaccommodations@colorado.edu

ELIGIBILITY

Only individual persons regularly enrolled on the Boulder campus or the Division of Continuing Education for six (6) or more credits are eligible to reside in the residence halls unless permission is given by the Office of Occupancy Management. Students who are younger than 16 years of age or older than 24 years of age need to contact our office prior to submitting an application.

Subject to availability of space, non-first year freshmen, regardless of credit hour standing may not be eligible to apply for residence hall housing. Acceptance of applications may be limited and applications may be transferred to other University-owned housing such as Bear Creek Apartments and/or Graduate and Family Housing.

Prior or pending criminal and/or disciplinary conduct may make a prospective resident or resident ineligible to reside in the residence halls, if after an individualized assessment the university determines that the conduct poses an unreasonable risk to the safety or security of the housing community.

If it comes to the university's attention that an applicant is a registered sex offender, the university will determine whether the student will be allowed to reside on campus. If the registered sex offender is permitted to reside on campus, they must comply with registration requirements mandated by state law, as well as register with the University of Colorado Boulder Police Department. If a student is convicted of a sex offense after they have been admitted to the university, the student must also comply with registration requirements, including registering with the University of Colorado Boulder Police Department. Furthermore, the student must notify the Director of Residence Life of such conviction for a sex offense for purposes of determining whether the student may be permitted to remain in university housing.

LENGTH OF CONTRACT

The terms of this contract apply to the entire 2020-21 Academic Year (August 17, 2020 – May 6, 2021), or if entered into after the start of the academic year, to the balance of the academic year. If the student's assigned move-in date is prior to the start of the academic year, the terms of this contract apply for the period beginning on the student's assigned move-in date and ending on the last day of the academic year. This contract may not be terminated before or during the academic year except under the terms set forth in the "Termination . . ." sections of this contract.

Students will be assigned either a Monday, August 17, Tuesday, August 18, or Wednesday August 19 move-in date. Additionally, students must be checked into their assignment no later than the first official start of fall classes as specified by the university. For the spring semester, occupancy ends no later than 24 hours after the resident's last regularly scheduled final examination or no later than 1:00 PM on the day after the last regularly scheduled final examination, whichever occurs first. Move-out limitations may be in place on Commencement Day. Graduating seniors may request an approval to stay in their residence hall until 1:00 PM on the day of Commencement.

Note: An assignment correspondence is sent to each prospective resident indicating move-in dates and times. Occupancy dates are subject to changes in the academic calendar.

Any checkouts within 30 days prior to the end of fall/spring charged semester will be assessed 100 percent of contract room and board to semester end, as the termination penalties are applicable.

BREAK PERIODS

Residence hall spaces are available for occupancy between fall/spring terms (December 17 - January 7), if the student is assigned an Academic Year + Breaks contract space/hall. Additionally, a supplemental dining plan will be provided when dining halls are closed during winter break, and on-campus alternative dining options will be available for fall and spring break, in accordance to the dining section of this contract. **Any student wishing to change to an Academic Year contract after September 20, 2020, will receive a \$50 Administrative fee.**

NONDISCRIMINATION

The University of Colorado Boulder 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.

ASSIGNMENT OF HOUSING SPACE

Normally, priority for building and room assignment is based upon eligibility for first-year freshman status, and established capacities of residence halls, Residential Academic Programs, and Living and Learning Communities, as well as completion of the contract (the housing application, guardian consent form, and the \$250 security deposit and \$50 application fee).

Subject to the availability of space, the university allows assignments according to requested preferences on a nondiscriminatory basis. **However, the university does not guarantee assignments to a particular building or unit, Residential Academic Program or Living and Learning Community, type of accommodation, or with a specific roommate. The residence halls available for occupancy during academic year 2020-21 are subject to change. Students who apply for the Academic Year + Breaks contract are limited to housing options that are open year round.**

The university reserves the right to make alternative assignment decisions or reassign students for such reasons as the university determines appropriate. These reasons include, but are not limited to the uses of temporary accommodations when permanent space is not available: construction, renovation, and/or maintenance activities; roommate conflicts; health, safety, and/or security concerns; pending disciplinary action and noncompliance with university regulations. Room reassignment, utility or facility disruptions, planned renovations and/or construction projects, or class conflicts with meal serving periods, shall not result in the reimbursement or reduction of room and board rates, Residential Academic Program fees, and/or Living and Learning Community fees referenced in this contract.

Housing spaces are assigned at maximum design capacity. Unoccupied rooms and/or spaces are reserved for use by the university. **If a vacancy occurs in an assigned room, the remaining resident(s) of the room agree(s) to accept other roommate(s) as assigned by the university.** Student requests to change rooms are not guaranteed and only honored with advance and written approval from housing staff.

The university reserves the right to consolidate individual occupants residing in multiple occupant capacity rooms. Furthermore, when it is necessary to assign an individual occupant to a double room, or to allow an individual occupant to remain in a double room, the occupant is charged at the single room rate. (A comparable rate change would also be assessed to occupants of other types of multiple occupant capacity units, such as rooms with bath, suites with bath, two-person apartments, and studios that are occupied by fewer residents than design capacity.)

The university reserves the right to refuse housing and dining to any student who is delinquent in the payment of housing and dining bills, who has demonstrated an unwillingness to abide by housing and dining rules and regulations, or who exhibits behavior that is incompatible with the maintenance of order and propriety in the residence halls or dining operations.

BED LOFTS

Only university supplied lofts are permitted. Students may submit online requests to loft their beds prior to arrival for the fall semester. The number of lofting kits is limited, as are the locations of rooms where lofting kits can be installed. Bed lofting requests will be considered on a first-come, first-served basis. Once a lofting request is submitted and approved, a non-refundable fee

of \$115 will be charged to the student's bursar account. The fee includes initial setup, use of the bed lofting kit during the academic year, and removal of the lofting kit at end of academic year (fee amount is subject to change each year).

The student agrees the university will not be responsible for any injury resulting from use of the bed loft and will indemnify and hold the university harmless for any personal injury to themselves or any other person resulting from use of the bed loft.

The student is responsible for maintaining the integrity of the bed loft and agrees they will use it as a bed and not for any other purpose. Student agrees that they will maintain the bed loft assembled as provided by university staff and to keep the top bed rail intact for safety. The student also agrees to not move, or allow others to move, the bed loft from its designated location in the room. Unauthorized movement of the loft could impact physical integrity of the loft, or create other safety issues. Damage to a rented bed loft is the responsibility of the student who rents the loft unless individual responsibility is determined. The student will immediately notify Housing Facility Services of the occurrence of any loss or damage affecting the bed loft(s). The student will be charged for any damage to the bed loft that exceeds normal wear. Upon checkout, the bed loft shall be free of nails, tacks, hooks, and other markings that may have been added during the term of use. In the event that the bed loft is damaged beyond normal wear, student is responsible for paying the replacement cost for the bed loft, which shall be \$275. Should the bed loft be missing upon checkout, the university may pursue any lawful means necessary to collect the bed loft or monies owed.

DINING SERVICES

Dining centers & Grab-n-Go's are 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.) In addition, Munch Money is to be used in retail outlets or for bringing guests into the dining centers. Eligible students may select from the following meal plans:

MEAL PLAN

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

- Participation in either the 19 Meal Option or 15 Meal Option is mandatory for all freshmen students during their first two semesters (not counting summer school) in the residence halls.
- The 19 or 15 Meal Options are strictly for use by the meal plan holder. The additional Munch Money associated with these options can be used to buy additional meals for guests and/or the meal plan holder.
- Participation in the 10 Meal Option is limited to non-freshmen students only.
- All residence hall students must carry a meal plan. Non-freshmen students living in apartments must carry a minimum of a 50-Block Plan.

BLOCK MEAL PLANS FOR ELIGIBLE HALL RESIDENTS

Block meal plans are limited to non-freshman students assigned to apartments (and off-campus students).

120 Block Plan – 120 meal card swipes
80 Block Plan – 80 meal card swipes
50 Block Plan – 50 meal card swipes

ABOUT MEAL PLANS

Students who do not indicate a meal plan preference on their housing application are assigned to a traditional 19 Meal Option plan, or 50-Block plan for non-freshmen students assigned to apartments.

Changes to meal plan assignments are limited as follows: Any changes to meal plans must be submitted to the Occupancy Management Office at studenthousing@colorado.edu. Students requesting and approved for fall semester meal plan changes after September 20, 2020, will be assessed and must pay a \$50 administrative fee. Meal plan changes requested and approved for spring semester from December 7, 2020, through January 25, 2021, will not be assessed an administrative fee. Students requesting and approved for spring semester meal plan changes after January 25, 2021, will be assessed and must pay a \$50 administrative fee.

The number of meals contained in each traditional meal plan generally determines the number of times a student may enter a dining center per week. A student is allowed to enter a dining center up to four times per day during meal serving periods, with additional access available by using Munch Money. Meal plans may also be used in Grab-n-Go locations. Unused meals do not roll forward to the next week and are not refundable. Refunds or discounts are not granted for missed meals. Missed meals are not transferable to others. Unused meals/swipes on the block plans at the end of each semester do not roll forward to the next semester or term, and are not refundable or transferable. Transfer of funds between meal plan counts and Munch Money is prohibited. If a student terminates occupancy during a semester, their meal plan charges are prorated from the date of checkout to determine the amount of meal plan credit returned to the student.

Dates of dining service are subject to changes in the academic calendar. The first meal of each semester is lunch on opening day for the residence halls. The last meal of each semester is dinner on the last day of final exams. On-campus dining facilities are closed during fall break, winter break, and spring break. **Students with an Academic Year + Breaks contract will receive a supplemental dining plan during winter break when on-campus dining facilities are closed.**

Alternative meal arrangements are not available. Students with dietary needs related to a disability should contact the Housing Disability Accommodations Committee ("The Committee") at Housingaccommodations@colorado.edu. Students without a disability should contact the Campus Dining Services' Registered Dietitian at 303-492-6325 to receive dietary information and available menu choices.

Releases from meal plan assignments are generally not granted unless a student terminates occupancy from the residence halls. However, the student may petition for release. The student will receive a decision generally within 10 university business days of submission, and such decision is at the discretion of the university. Payment for the meal plan continues until a release has been granted, in writing, by The Committee. Students with approved meal plan releases may be reassigned to other halls and/or room types with kitchens.

Entrance to the dining halls require a Buff OneCard and active meal plan. Students may not transfers meals, share the meal plan, or loan a Buff OneCard to any other person for entrance to the dining hall. Allowing unauthorized use of the meal plan privileges may result in additional charges, cancellation of meal plan privileges, without a refund, and referral to the Student Conduct Resolution Process.

While in the dining hall, students are welcome to eat as much as they like, and carryout items are limited to a piece of fruit or hand-held dessert. Bringing containers into the dining hall for use in removing food or containing outside food is not permitted. Removing any items from the dining hall is prohibited and may involve Campus Police and referral to the Student Conduct Resolution Process.

ABOUT MUNCH MONEY

Munch Money is an integral part of the meal plan. Munch Money provides flexibility to the meal plan holder. In addition to dining centers and Grab-n-

Go's, it can be used at retail outlets or to bring guests into dining centers. 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 a student's Munch Money balance is depleted, additional funds (in the form of Campus Cash) may be added at any time to the student's Buff OneCard and can be used in the retail outlets, dining centers, and Grab-n-Go locations.

DISABILITIES AND MEDICAL CONDITIONS

Students with disabilities requiring academic/learning accommodations should contact Disability Services at dsinfo@colorado.edu as soon as possible. For housing/living accommodation needs, such as a student with a documented disability and disability-related need for an assistance animal, the student should contact the Housing Disability Accommodations Committee at Housingaccommodations@colorado.edu as soon as possible to discuss the process for requesting reasonable housing accommodation options. In addition, the OIEC ADA unit's P&P, available here: <https://www.colorado.edu/oiec/ada-accessibility>, sets forth in detail the interactive process, and the appellate process, that occurs for students seeking educational accommodations from Disability Services, housing or dining accommodations from Occupancy Management, and/or employment accommodations for a student employment position.

COMMUNITY CLEANING

Daily cleaning service is provided only for community areas and community bathrooms. Residents are responsible for maintaining assigned living areas, including kitchens and/or private or semi-private bathrooms, in a clean and orderly condition.

NO SMOKING POLICY

The no smoking policy at CU Boulder means people may not smoke any substance including, but not limited to, tobacco, cloves, vapor cigarettes or marijuana indoors and outdoors. The policy covers university owned and operated campus grounds, including but not limited to all outdoor common and educational areas, all university buildings, university owned on-campus housing, campus sidewalks, campus parking lots, recreational areas, outdoor stadiums and university owned and leased vehicles.

MARIJUANA PROHIBITED

Possession, use and distribution of marijuana in the residence halls is prohibited. This prohibition applies even if the Colorado Department of Public Health and Environment (CDPHE) has issued a Medical Marijuana Registry Identification Card to a resident, permitting that resident to possess a limited amount of marijuana for medicinal purposes. Possession of a Medical Marijuana Registry Identification Card does not authorize a resident to possess, use or distribute marijuana in the residence halls, or in any public area of the University. Residents who receive a Medical Marijuana Registry Identification Card prior to or during residency in the residence halls may submit a request to Occupancy Management to be released from any Housing & Dining Contract executed by the resident. Residents with a documented need for medical marijuana will be released from a Housing & Dining Contract without financial penalty as defined in the termination section(s).

MISSING PERSONS INFORMATION

As required by federal law, every resident will be given the option of providing confidential contact information, which will be used in the event that the resident is reported to be missing. The confidential contact is not required to be a parent or guardian. In addition to the confidential contact, parents or guardians will be called if the resident is non-emancipated and under the age of 18 within 24 hours after the resident is determined to be missing.

Regardless of the student's age, law enforcement will be notified within 24 hours of the determination of a missing student.

PEST CONTROL

Pests can pose significant problems to people, property, and the environment. All universities are located in areas where pests can be present. Furthermore, many retail products on the market may not be effective against some pests, such as bedbugs.

However, Housing Facility Services (HFS) is committed to an effective and efficient response to students who report pests such as roaches, bedbugs, mice, or any other insect or vermin in rooms, units, or other parts of communities. Regular pest control measures include inspections, structural and housekeeping controls, and material treatments as needed. HFS reserves the right to enter and treat any living space as required for pest control/management.

To report a pest sighting, and instead of using pesticides themselves, students must contact the community's 24-hour desk or HFS at 303-735-5555 as soon as possible. Students will not be reimbursed housing charges when pest control is being done to their rooms, and students may be moved to other housing as necessary, including on a permanent basis. The university reserves the right to unilaterally terminate this contract if it is required to remediate a room for bedbugs more than twice.

PETS

No pets or animals may be brought into the residence halls with the exception of approved service or assistance animals and small aquatic life (fish and small turtles) permitted in an aquarium not to exceed 10 gallons in volume. (See the Disability and Medical Conditions section of this contract for additional information on assistance animals.)

RIGHT OF ENTRY

The university respects the need for, and right to, the privacy of each resident. However, the university reserves the right to enter and inspect student rooms at any time when it is deemed necessary to ensure the safety of residents, to protect and maintain university property (including residential computer network (ResNet) lines and their appropriate usage), to maintain environmental health and safety, and/or to facilitate the maintenance of discipline and promote an educational atmosphere.

FINANCIAL RESPONSIBILITY

The student accepts full responsibility to pay all room and board fees and associated housing and dining fees assessed as a result of this agreement and/or receipt of services (e.g., residential academic program fees, living and learning community fees, damages, etc.) by the scheduled due date. Failure to pay or make acceptable payment arrangements to bring the student's account current will result in the student's name being placed in the university debt file, resulting in a block on future registration for classes or the release of academic transcripts, and termination by the university of this contract. If necessitated due to non-payment, the University may refer a delinquent account to an outside agency. If the student account is referred to outside agency, the delinquency may be reported to national credit bureaus and the student may be responsible for collection costs and reasonable attorneys' fees allowed by the laws of the state of Colorado. Pursuant to Colorado Law (C.R.S. § 23-5-115), in the event of a default of the student's account owed to the university, the university may certify to the Colorado Department of Revenue (DOR) information about the student, including name, social security number, the amount of the debt and any other identifying information required by the DOR. The DOR may then disburse funds to the university in satisfaction of that debt from tax refund amounts owed to the student, if any.

RESIDENCE HALL RATES, 2019-20

The table is intended for planning purposes only and is not intended to be a commitment for 2020-21. Final rates will be approved by the Board of Regents by June 2020 and will be available on the Housing & Dining website as soon as updates are available.

Students contracting for housing and dining prior to the first day of classes each semester are charged the full semester rate regardless of the date they check into their housing space. Students contracting for housing and dining on or after the first day of classes are charged on a pro rata basis.

ROOM AND BOARD RATES 2019-2020	
Rates will increase 3-5% each year	Cost
Roommate(s) & Community Bath	\$8,083
Roommate(s) & Apartment	\$9,204*

* Rate may decrease with purchase of a 10-meal option for second-year status and beyond students in apartment room types.

RESPONSIBILITY FOR DAMAGE

The university will charge students for damage, or loss to university property if the university determines that such damage or loss is a result of the student's carelessness or misconduct. Damage within the student room is the joint responsibility of the persons assigned to the room unless individual responsibility is determined.

STUDENT PROPERTY

The university assumes no responsibility for the theft, destruction, or loss of money, valuables, or other personal property belonging to or in the custody of the student, regardless of cause. This includes losses that occur in the student's room, storage room, public areas, or other areas of the hall.

Students are encouraged to carry their own personal property insurance, as they are fully financially responsible for their personal property and any damages caused by them while on university property.

SECURITY DEPOSIT

Applicants must pay a \$250 security deposit and non-refundable \$50 application fee at the time they submit the contract and housing application. (If a hardcopy application is submitted, the security deposit and application fee check should be made payable to the University of Colorado.) The applicant is liable for the payment of any university charges, including room and board enumerated in the terms of the contract. Within approximately 60 days after the expiration of this contract, if the contract was fulfilled, the university applies the security deposit to the payment of such university charges not otherwise paid by the applicant, and pays the difference, if any, to the applicant. If a new contract for the subsequent academic year is signed by the student (and parent/guardian when applicant is under 18), and the office of Occupancy Management has a security deposit on file for the applicant, the security deposit carries forward to the new academic year. If the contract is cancelled, in writing, to Occupancy Management by May 15, 2020, the security deposit will be refunded within 60 days.

STUDENT CONDUCT

Students are bound by university policies, including residence hall policies and procedures, the student code of conduct and the Office of Institutional Equity and Compliance's Resolution Procedures ("OIEC RPs"). Signing this contract acknowledges that the student has access to the code and OIEC RPs and will abide by the policies set forth by the University of Colorado Boulder. The Code of Conduct is found at <https://www.colorado.edu/osccr/>. OIEC RPs can be found at

<https://www.colorado.edu/oiec/>. The residence hall handbook is found at: <https://living.colorado.edu/housing/what-you-need-know>. A violation of residence hall policies, the student code of conduct or OIEC RPs can result in relocation, termination of this contract, and/or other university action.

TELECOMMUNICATION AND DATA ACCESS

Campus networking, managed by the Office of Information Technology, provides both high speed wired and wireless access to the Internet for all residence hall students. Wireless service is available in all residence halls and each student unit has a wired Ethernet jack. Campus network support services are available to all residents.

All residents are encouraged to bring their own cellular phones. Cellular service reception is typically consistent, but is not guaranteed. Due to sustainability features of some buildings, cellular service can be spotty in some locations. Due to this, all residents are advised to turn on Wi-Fi calling on their cellular phone prior to occupancy to help prevent any service disruptions, especially in the event of an emergency.

A hardship case request can be made for activation of local landline phone services in your unit for a nonrefundable fee of \$500 per academic year. To make such a request, contact the Occupancy Management office at 303-492-6673 before July 31, 2020, to complete the necessary forms. Landline phone requests submitted before July 31 will be activated before residents arrive, otherwise students making a room landline request need to allow three weeks for activation. The nonrefundable fee of \$500 per academic year, for establishing and maintaining phone service, includes installation, activation, basic local service for a single line analog phone, and continuation of service if moved to another room. It does not include long distance minutes or telephone handset. The student must provide the basic telephone handset.

Students are required to comply with guidelines for the acceptable and fair use of university and/or Housing & Dining computing and network resources, and telephone and cable television networks. Any person who uses these resources in violation of law or policy may be subject to loss of privileges, disciplinary action, personal liability, and/or criminal prosecution. Information technology policies contained in the University of Colorado Boulder websites (<http://www.colorado.edu/avcit/policy> and living.colorado.edu) are made part of this contract.

USE OF FACILITIES

Student rooms and furnishings are to be used in the manner for which they were designed. No university property, including room and lounge furnishings, may be moved within the building or taken from the building without written authorization of the hall director. Student rooms are not to be used for business activities, including but not limited to the use of servers and computer systems.

WEAPONS/FIREARMS

This contract is conditioned on the resident's agreement not to bring 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., into any residence hall. 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 from being brought onto campus, including into any residence hall. Notwithstanding any other language in this contract, the University may terminate this contract immediately for violation of this paragraph. Residents who obtain a Concealed Carry Permit and wish to carry a handgun in accordance with the permit must notify Occupancy Management and will be released from their Housing & Dining Residence Halls Contract without financial penalty as defined in the termination section(s).

TERMINATION OF HOUSING & DINING CONTRACT BY THE STUDENT BEFORE OCCUPANCY

To terminate this contract prior to occupancy, you must notify Occupancy Management, Center for Community, S300, 159 UCB, Boulder, CO 80309-0159. Notification must be in writing and, if mailed, the postmark on the envelope is used as the date of termination. Alternatively, you can send an e-mail to studenthousing@colorado.edu.

Termination by the student prior to occupancy results in the following penalties when written notification of termination is received by Occupancy Management by the dates indicated.

- The security deposit is forfeited after May 15, 2020.
- Applications cancelled on or after July 31, 2020, will be assessed a cancellation fee of 15% of the charges for that semester whether or not an assignment has been communicated.
- Failure to enroll in classes and occupy assigned space by 9:00 AM on the first day of classes each semester results in termination of this contract and assessment of a cancellation fee equaling 15 percent of the room and board charges for that semester.

Note: The University requires that all first-year freshmen students live in a university residence hall and carry a traditional meal plan for two academic-year semesters. If a first-year freshman is enrolled in classes and fails to occupy the assigned space, the contract will not be cancelled and charges will continue. Requests for permission to reside off campus for other reasons are considered on their own merit, taking into account individual circumstances. Petitions to be released from the first-year freshman live-on requirement should be filed with the Office of Occupancy Management. Cancellation of the contract resulting from freshman release is subject to termination penalties.

The student may terminate this contract before occupancy without the 15 percent cancellation fee of the room portion of the room and board charges for that semester **ONLY** for the following reasons:

- Graduation
- Withdrawal from the university, meaning a student is taking zero credits including matriculation, continuing education and online credits for the University of Colorado Boulder. If the student withdraws from the university, documentation of withdrawal must be presented to Housing.
- If a student applies for housing on the University of Colorado Boulder campus and later elects to attend another University of Colorado campus.
- A granted petition based on documented severe personal problems that occurred **after** submitting the housing contract and application and beyond the control of the student. If severe personal problems are cited, the student must make written petition to the office of Occupancy Management. (The student will receive written decision of the petition generally within 10 university business days of submission, and the student's housing and dining account will be adjusted accordingly.)
- If the university determines that termination of this contract is necessary in order to reasonably accommodate a resident's disability, then the termination penalties, including forfeiture of the \$250 deposit, are not applicable.

If the university approves termination of the contract without the 15 percent cancellations fee for any of the above reasons, the forfeiture of the \$250 security deposit as per the terms of this contract is not waived.

TERMINATION OF HOUSING & DINING CONTRACT BY THE STUDENT AFTER OCCUPANCY

The university requires that all first-year freshmen students live in a university residence hall and carry a traditional meal plan for two academic-year semesters. Requests for permission to reside off campus for other reasons are considered on their own merit, taking into account individual circumstances. Petitions should be filed with the Office of Occupancy Management.

If termination occurs for any reason, the student must officially check out (personally sign out of your hall at the front desk and have building and room access deactivated on Buff OneCard) at the residence hall office during business hours. Special arrangements must be made with the office staff for checkout at other times. Failure to check out properly may result in continuation of room and board charges.

Termination of contract after occupancy results in the following penalties when **official checkout** occurs by the dates indicated.

- The security deposit is forfeited.
- During the fall semester, the resident is charged for the period of contract start through the date of official checkout (personally sign out and have building and room access deactivated on Buff OneCard), and charged 50 percent of the remaining charges from the date of checkout through the end of that semester. A resident leaving on or after November 18, 2020, is charged 100 percent of the remaining for that charged semester, unless the student officially checks-out on December 17, 2020, then they will receive back the prorated amount to the end of semester charges.
- During the spring semester, the resident is charged from the date of semester charges through the date of official checkout (personally sign out and decode Buff OneCard), and charged 50 percent of the remaining charges from the date of checkout through the end of that semester. A resident leaving on or after April 7, 2021, is charged 100 percent of the remaining charges for that semester.

First-year freshmen students may not terminate this contract for any reason unless they are withdrawing from school. If circumstances beyond the control of the student render it unreasonable for the university to expect the first-year freshman student to continue living in the residence halls, and the circumstances beyond the control of the student arise after the signing of the contract, the student may petition for release from this contract. The written petition should be addressed to Occupancy Management. The student will receive a decision generally within 10 university business days of submission. The student is not released from this contract until the petition has been approved in writing by the office of Occupancy Management.

After August 24, 2020, this contract may be terminated without penalty **ONLY** for the following reasons:

- Graduation
- Withdrawal from the university, meaning a student is taking zero credits including matriculation, continuing education and online credits for the University of Colorado Boulder. If the student withdraws from the university, documentation of withdrawal must be presented to Housing.
- A granted petition based on documented severe personal problems beyond the control of the student that occurred after August 15, 2020. If the circumstances render it unreasonable for the university to expect the student to continue living in Bear Creek, the student may petition for release from this contract. The written petition should be addressed to the office of Occupancy Management. The student will receive a written decision of the petition generally within 10 university business days of submission. The student is not

released from this contract until the petition has been approved in writing by the office of Occupancy Management. If approved, the student's housing account will be adjusted accordingly.

If the university approves termination of the contract without penalties for any of the above reasons, the forfeiture of the \$250 security deposit as per the terms of this contract is not waived.

- If the university determines that termination of this contract is necessary in order to reasonably accommodate a resident's disability, then the termination penalties, including forfeiture of the \$250 deposit, are not applicable.

The university will finalize and send notice of any outstanding charges or refunds due to the student's permanent address of record generally within 60 days of the termination of occupancy.

TERMINATION OF HOUSING & DINING CONTRACT BY THE UNIVERSITY

Pursuant to their policies and procedures, the Office of Student Conduct and Conflict Resolution (SCCR) and/or the Office of Institutional Equity and Compliance (OIEC) are authorized to immediately exclude students from campus housing, as a result of alleged or found misconduct. A housing exclusion issued by one of those offices terminates this contract. In such event, the person will receive prior written notice from the appropriate office and a directive to vacate the premises. Failure to comply may result in additional action by the university. Pursuant to the terms of this contract, the individual may be entitled to a credit for housing costs already paid. Any student who is found not responsible, or otherwise cleared by SCCR or OIEC to return to campus housing, may, at one's option, request to reinstate housing if one is otherwise qualified and space is available at the time of such request. If reinstated, the student will be required to re-execute a contract and pay the requisite housing costs, except for any security deposit previously forfeited due to the timing of the termination, rather than for damage.

The Associate Director of Occupancy Management, or designee, may immediately terminate or suspend this contract if it is determined that:

- The student and/or situation pose a potential danger to individuals and/or community.
- The student fails to make payment of charges as required by this contract.
- The student is no longer enrolled at the university.
- The student breaches any term or condition of this contract.

The university may also terminate or suspend this contract for failure to comply with policies and rules contained in the following documents, which are incorporated by reference and made a part of this contract: University of Colorado Boulder Housing & Dining Residence Halls Application, the Residence Halls Policies and instructions contained online at living.colorado.edu, the OIEC RPs (see: <https://www.colorado.edu/oiec/>) and University of Colorado Students' Rights and Responsibilities Regarding Standards of Conduct (see www.colorado.edu/oscr). If this contract is terminated by the university, the student may be subject to the financial penalties for terminating occupancy stated in the above section titled "Termination of Housing & Dining Contract by the Student After Occupancy."

If the university moves a student for conduct-related reasons, the student may be responsible for charges incurred due to the move. Some examples may include but are not limited to room price change, Residential Academic Program fees, etc.

MISCELLANEOUS

The parties agree that this contract supersedes all prior written or oral agreements, and there are no covenants or agreements between the parties except as set forth herein with respect to the use of the residence halls. No prior or contemporaneous addition, deletion, or other amendment hereto shall

have any force or affect whatsoever unless embodied herein in writing.
Accordingly, this contract is an integration of the entire understanding of the
parties with respect to the matters set forth herein.