

# UNIVERSITY OF COLORADO BOULDER

## Graduate & Family Housing Lease Agreement

### 2019-2020

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THIS LEASE is between the Regents of the University of Colorado, a body corporate, (University) and . In consideration of this agreement, the University hereby leases to Resident, and the Resident hereby hires from University the Premises described as , Boulder, CO, together with the furnishings and fixtures therein. During the term hereinafter set forth, the Resident agrees to use the Premises as a residence on the conditions following and included in all applicable University documents and policies including, the Graduate & Family Housing Resident Handbook and Students Rights and Responsibilities Regarding Standards of Conduct:

**1. RENTAL.** The Resident shall pay to the University at the University Graduate & Family Housing Office the rental for the first month or portion thereof in advance of signing the Lease. Thereafter, the Resident shall pay to the University during the term of this Lease \$ per month at the Housing Cashier's Office, Room 1B80, Regent Bldg, Boulder, Colorado. Monthly payments shall be made *on or before the first day of each month* for the remainder of the Lease. **LATE RENT:** Rent is considered delinquent if the University does not receive payment before the close of regular business on the first day of each month of this Lease. A fifteen-dollar penalty shall be assessed if all rent is not paid by the close of regular business hours on the *ninth calendar day of each month*. Accounts delinquent in payment for more than 30 days will subject the Resident to termination of Lease. Failure to pay rent owed will result in the student's debt being placed in their University Bursar account. This will prevent further enrollment and will result in a hold on resident's academic transcripts. Resident agrees to pay annual rental rate increases as of September 1<sup>st</sup> and as per effective dates(s) that occur within the inclusive dates of this lease agreement.

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

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

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

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

B. Registered sex offenders are generally not allowed to reside in university housing facilities. The University of Colorado at Boulder requires sex offenders to identify as such on their admissions application. This information is shared with the Admissions Crime Review Committee (ACRC). Should ACRC admit a registered sex offender to the university, a determination by ACRC will be made on whether or not the student will be allowed to reside in university owned or operated housing facilities. If a student who registers as a sex offender is allowed to reside on campus, he/she must comply with registration requirements mandated by state law, and register with the University of Colorado at Boulder Police Department. If, after agreeing to this Lease, a student is convicted or found guilty of, or adjudicated to have committed a sex offense, or if a student is classified as a sex offender or placed under active supervision by any jurisdiction for a sex offense, the student is required to immediately notify the university's Police Department and the Manager of Graduate & Family Housing. In

addition, a determination by ACRC will be made on whether or not the student will be allowed to continue to reside in university owned or operated housing.

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

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

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

**7. INSPECTION, PRESERVATION AND REPAIRS.** Authorized personnel of the University are permitted to enter the Premises at reasonable hours and in a reasonable manner for the purpose of inspection, maintenance, project upgrades and repairs, and to enter upon the Premises at other times deemed necessary by the University to meet emergency conditions. Repairs shall be made by the University, as requested by the Resident or as needed by the University. The cost of such repairs as are necessitated by the willful act or neglect of the Resident will be charged to and paid by the Resident. Prohibited items found in or around Graduate & Family Housing which pose a health or safety threat will be removed by the University.

**8. ROOMMATES, ASSIGNMENT AND SUBLETTING.** Roommates are allowed with prior written approval from the Graduate & Family Housing Office. All occupants, in addition to the primary resident, residing in the apartment must be added to the lease by the primary resident prior to moving in. The Resident shall not assign, share or sublet all or any portion of the Premises. Any assignment of this Lease or subletting of the Premises will subject the Resident to termination of this Lease. This Lease may not be transferred between roommates.

**9. TERM OF LEASE.** The term of the Lease shall begin \_\_\_\_\_ and end at 8:00 pm on **July 15, 2020**. **The required 45 days written notice must be given to the Graduate & Family Housing Office even if moving out on lease end date as stated in section 13.** At the sole discretion of the University, *this Lease may continue thereafter month to month or until lease renewal*. Lease renewal will be at the discretion of the University and will take place in July and August of 2020, for residents in good standing who meet eligibility requirements for Fall 2020.

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

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

- A. CARE OF PREMISES - The Resident is responsible for the appearance and cleanliness including clearing of snow, ice, trash, or possessions of the Resident or the Resident's guest(s), in his/her Premises, storage area and the areas immediately adjacent to the Premises and storage area. The University reserves the right to remove all obstructions therein and dispose of the same at its discretion. Unsanitary conditions that render the Premises uninhabitable are prohibited.
- B. FIRE HAZARDS - The Resident shall not permit conditions in the premises that will in any way create either a risk of fire or a fire itself, or conflict with the rules and ordinances of the local fire department and the University of Colorado. No motor vehicles, or gas/propane equipment will be permitted inside the Premises, on decks, patios, common areas, entryways, or storage areas. The purposeful setting off of a false fire alarm, or tampering with fire safety equipment, is not permitted.
- C. PETS - The Resident **SHALL NOT** keep or allow visitors to bring in or around the Graduate & Family Housing area, any cat, dog, or other animal, domesticated or wild. This prohibition will apply to any Resident visitors, regardless of the length of stay. Fish that ARE NOT harmful to humans, and are not prohibited by state or federal law, and are in a fish tank not to exceed 30 gallons, are permitted.
- D. DISTURBANCES - The Resident shall neither make nor permit the making of any disturbing noises upon the Premises by him/herself, his/her family, his/her friends, his/her roommates, nor permit anything to be done by such persons that interferes with the reasonable rights, comforts, conveniences, or quiet enjoyment of the occupants of Graduate & Family Housing. The Resident is responsible for his/her children and all guest(s) in and around the Graduate & Family Housing areas. Incidents reported to CU Police, or other university staff, involving inappropriate behavior by the Resident, his/her family members and/or his/her guest(s), may subject the Resident to disciplinary sanctions, provisions and/or termination of this Lease.
- E. ANTENNAS, SATELLITE DISHES, CABLE AND ETHERNET - Resident shall not attach exterior radio or TV antennas, aerials or satellite dishes of any type. Resident will be held responsible for charges for additional cable services and/or repairs requested by the Resident while occupying the Premises. No alteration to cable television or Ethernet outlet or wiring is permitted.
- F. CONSTRUCTION AND CONSOLIDATION - The Resident agrees to move his/her personal belongings within the apartment, when the University requires it, in order to make improvements to University owned property or to accommodate changes in assignment for long-term improvement projects, renovations or consolidation.
- G. CONTROLLED SUBSTANCES – Resident, his/her family, his/her roommates, his/her guest(s), are not to possess, use, manufacture, produce, or distribute or to aid in the use, manufacture, production, or distribution of any controlled substance in any Graduate & Family Housing Premises, property or grounds. Such violations of municipal, city, state or federal laws will result in the termination of the Lease and disciplinary proceedings as outlined in the Student's Rights and Responsibilities Regarding Standards of Conduct.
- H. PARKING - The Resident shall register all vehicles with the Graduate & Family Housing Office. Vehicles without valid license plates, or vehicles that are derelict, or inoperable may be towed from the Premises by the University at the vehicle owner's expense. Residents are required to be in compliance with all campus parking regulations.
- I. WEAPONS AND FIREARMS - This Lease 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., on or in the Premises, including common areas. With regard to any weapons other than handguns carried accordance with the Colorado Concealed Carry Act, §18-12-201, et. seq., C.R.S., University Policies, rules and regulations, prohibit weapons and firearms anywhere on the premises of Graduate & Family Housing, including apartments and common areas, where all weapons or firearms are prohibited as a condition of this Lease as stated in the preceding sentence. Notwithstanding any other language in this contract, the University may terminate this Lease immediately for violation of this paragraph. Firearms may be stored with the University of Colorado Police Department. For more information, contact the police department.
- J. SHOPPING CARTS – Bringing or using shopping carts on University property is prohibited. Resident will be charged \$25.00 for bringing or using a shopping cart on Graduate & Family Housing property or for having the University process the return of the shopping cart.
- K. SMOKING - Smoking is prohibited in any Graduate & Family Housing apartment, balcony, patio, hallway, or public area.
- L. DISABILITIES AND MEDICAL CONDITIONS - Residents with disabilities and/or serious medical conditions requiring special accommodations must contact Disability Services as soon as possible. Approval of special accommodations is contingent on Disability Services' receipt of appropriate medical documentation. Residents who have a documented need to have an emotional support or assistance animal should contact the Housing Accommodations Committee and submit medical documentation. The committee can be reached at Accommodations@colorado.edu.
- M. MARIJUANA PROHIBITED - Possession, use and distribution of marijuana in Graduate & Family Housing apartments are 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 Graduate & Family Housing apartments, or in any public area of the University. Residents who receive a Medical Marijuana Registry Identification Card prior to or during residency in Graduate & Family Housing apartments may submit a request to the executive director of Housing & Dining Services or designee to be released from any Housing & Dining Services Contract executed by the resident. Residents with a documented need for medical marijuana will be released from a Housing & Dining Services Contract without financial penalty.

N. 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 & Dining Services is committed to an effective and efficient response to Residents 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. Housing & Dining Services 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, Residents must contact the Graduate & Family Housing Office or the Facilities Office at 303.735.5555 as soon as possible. Residents will not be refunded housing charges when pest control is being done to their rooms, and Residents may be moved to other housing as necessary, including on a permanent basis. Notwithstanding anything in this provision to the contrary, the university may terminate this Lease if it is required to remediate bedbugs more than twice.

**12. LIABILITY AND INSURANCE** – The parties agree that the University is not liable for personal injury or property damage to Residents or guests in the premises or within University facilities. The University’s liability under this contract is subject to the provisions of the Colorado Governmental Immunity Act. It is specifically understood and agreed that nothing contained in this paragraph or elsewhere in this contract shall be construed as an express or implied waiver by the University of its immunity or as an express or implied acceptance by the University of liabilities arising as a result of actions which lie in tort or could lie in tort. The APPLICANT/RESIDENT shall indemnify and hold the University and its agents harmless from any and all claims and judgement for loss, damages, or injury to persons or property caused by or contributed to by the acts or omission of the APPLICANT/RESIDENT or its agents. *Resident is hereby notified that the Premises are located within the Boulder Creek Flood Hazard Area and that they should take the necessary precautions to provide for the protection of their personal property and equipment located within this space in the event of flooding.* **Residents are encouraged to carry their own personal property insurance, including flood insurance which is typically a separate policy.**

\_\_\_\_\_ (Resident Initials)

**13. TERMINATION BY RESIDENT** - The Resident may elect to terminate this Lease upon a minimum of forty-five (45) days prior written notice to the University on specific “Intent to Vacate Forms”, available in the Graduate & Family Housing Office. Resident agrees to comply with vacating instructions provided.

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

- A. If the faculty or staff Resident is terminated from employment at the University, or to an appointment less than 100% full time, or when a student change in status is such that the Resident is no longer eligible for housing.
- B. If the Resident has provided false information on the application or other records in the Graduate & Family Housing Office.
- C. If the Resident uses all or any part of the Leased Premises for any purpose other than as a residence.
- D. If the Resident allows anyone other than those recorded on the lease in the Graduate & Family Housing Office to reside on the premises for a period in excess of one week.
- E. If the Resident is delinquent in Graduate & Family Housing payments.
- F. If the Resident, or any person residing on the Leased Premises 1) violates any of the conditions or responsibilities contained in this Lease, Graduate & Family Housing Resident Handbook, Student Code of Conduct, or other applicable University policies, 2) damages university property, 3) endangers the unit or its furnishings through fire or other means, 4) threatens the health and safety of other Graduate & Family Housing residents and/or their guest(s) and/or 5) engages in any behavior which violates university, city, state and/or federal laws.
- G. If the Resident fails in any of the responsibilities outlined in the terms of this lease.
- H. If the University must treat a Resident’s Premises more than twice for bedbugs.

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

**15. ABANDONMENT:** Should the Resident abandon the Premises without notice, he/she will be charged rent for 45 days from the date the Graduate & Family Housing Office receives knowledge of the abandonment or until the Premises are leased to a new resident, whichever is shorter.

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

