

Undergraduate Student Housing Contract Summer2023

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

Defined Terms

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

- "Apartment Style Hall" means Weber Hall.
- "Available Period of Occupancy" means the general period of dates, starting from the first day any Student may move into Student Housing through the last day any Student may move out from Student Housing.
- "CU Boulder" means the University of Colorado Boulder, a campus of the University of Colorado.
- "Occupancy" means Student has checked into and has access to a Student Housing space, regardless of whether it is occupied by Student or Student's belongings.
- "Rates" means any charges assessed for Student Housing and/or dining services available under this contract to Student.
- "Residence Hall" means one of the halls designated as a residence hall as listed on the [Explore Apartment Style and Residence Hall Living](#) page of the website.
- "Returning Student" means a student who has previously resided in Student Housing.
- "Cost of Living 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 an Apartment Style Hall as listed on the [website](#).
- "Student" means a prospective or admitted CU Boulder student who has requested to live in Student Housing for the Summer 2023 semester.
- "Student Housing" means CU Boulder's undergraduate Residence Halls and undergraduate Apartment Style Halls.
- "Term" means the effective period of this contract.
- "University" means the Regents of the University of Colorado, a body corporate, that is the governing board of the University of Colorado system, and the employees at CU Boulder acting on the university's behalf to provide services under this Agreement including staff and administrators within CU Boulder's Division of Student Affairs who provide housing or dining services.



1. **Effect of Contract.** This contract forms the exclusive agreement between the University and Student for housing and/or dining services at CU Boulder for the Summer 2023 academic semester. To the extent Student previously had a contract for this period, this contract supersedes the prior contract in its entirety.

2. **Student Eligibility.**
 - a. **Minimum Credit Enrollment.** Unless University has granted written permission, only Students who are enrolled for three or more undergraduate credits at CU Boulder are eligible to reside in Student Housing Residence Halls and required to carry a meal plan for the enrolled and selected summer 2023 session(s). Apartment Style students must have been enrolled during the spring 2023 semester and enrolled for six or more undergraduate credits at CU Boulder for the Fall 2023 semester.

 - b. **Age as Proxy.** Student Housing operations, programs, and activities are designed to meet the typical cognitive development level of a student who graduated recently from high school. To discuss these objectives and determine whether other University provided housing may be appropriate, Students who are younger than 16 years of age or older than 24 years of age must contact [University](#) prior to living in Student Housing. In accordance with University's nondiscrimination provision and policies, no Student will be denied Student Housing based on age, if it is available and the Student is otherwise qualified.

 - c. **Returning Students Compliance History.** To be eligible for Student Housing, any Returning Student must have history of complying with their financial and conduct obligations as defined by University.

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

4. **Process for Assigning Student Space.** University has the sole discretion to assign Students to a space within Student Housing facilities, or to a space within facilities that are operated through third-party contractors of University. Student Housing is assigned and maintained at full capacity.
 - a. **Assignments by Gender.** University assigns Students a space in Student Housing based on the Student's self-identified gender.

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

 - c. **No Guarantee of Student Housing.** While University will use its best efforts, University cannot guarantee that any Student will receive an assignment within Student Housing. If University is substantially delayed in making an assignment or is unable to provide an assignment, it will notify the Student as soon as feasible.



5. Changes to Assignments.

- a. University-Initiated Changes. University reserves the right to make changes to Student assignments at any time, for any length of time, and to any location as it determines reasonably appropriate.
- b. Types of University-Initiated Changes. University may make changes to Student's assignment including reassignment to a new room, floor, building, neighborhood, or off-campus facility operated by a third-party contractor who has an agreement with University. University may assign Student one or more new roommates if a vacancy occurs in a multi-occupant room. University may assign a Student to a location determined appropriate by University for any other reason, including, but not limited to the following reasons: construction, renovation, facility maintenance activities; pest control; roommate conflicts; health, safety, and/or security concerns, including mitigating risk of infectious disease such as COVID-19; pending Student disciplinary action; or Student noncompliance with the conduct and use responsibilities of this contract.
- c. Charges for University-Initiated Changes. Student will not experience an increase of Rates because of University-Initiated changes in assignments.
- d. Student-Initiated Requests. A Student who wishes to request a change in housing assignment may submit a request for consideration. University retains the sole discretion on 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 and Available Period of Occupancy.

- a. Term. This contract is in effect from the date of Student's signature through the Summer move out day selected in the application, but no later than August 12, 2023 per the Available Period of Occupancy.
- b. Available Period of Occupancy. University will determine the Available Period of Occupancy for each summer session, including dates by which it will allow Student to move into Student Housing and the dates by which Student must vacate Student Housing. Dates will be published on the [Rates and Contracts](#) page.
- c. Modification of Available Period of Occupancy. University retains the sole discretion to modify the Available Period of Occupancy, including for any reason University deems necessary for health and safety reasons. University will notify Student of any modifications as promptly as is feasible under the circumstances.

7. Dining Services.

- a. General Meal Plan Requirement. Any Student who lives in the Residence Halls must select the meal plan option on the application. Additional meal plan policies are located on the [Dining website](#)
- b. Dining Services During Breaks. Dining service and meal plans are limited and not



required for Residence Halls during Maymester. If University offers any dining service or meal plan options during Maymester, these will be addressed in subsequent communication and could result in a change to Cost of Living Rates.

c. Dates and Times of Operation. The dates, location and models of dining services are subject to University's discretion and are subject to modification to address public health concerns. [The Dining website](#) will have the most up-to-date information, including dates of closure. 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.

e. Student Dietary Restrictions. Students who would like to request a reasonable accommodation to a disability must request accommodation through [Disability Services](#).

8. Student Financial Responsibilities

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

b. Deposit. To qualify for Student Housing, University may require that Student remit a payment of \$250.00 as a deposit. This deposit addresses potential costs to University from Student's Occupancy, including any excessive cleaning, damage, or loss to University property. This deposit is refundable only to the extent that Student does not owe any outstanding amounts. University, at its sole discretion, may decide to waive the deposit for all students and will notify Student of any such waiver.

c. Rollovers and Deferrals. If Student signs a contract for Student Housing for the summer sessions, University will roll over the application charge and any balance from Student's deposit. If University 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 Student Housing but defers their admission to CU Boulder to the next academic year, University will retain the application charge and refund the deposit.

d. Residence Hall Cost of Living Rates. University will assess students who are assigned to live in the Residence Halls the Cost of Living Rates for the selected summer sessions. Cost of Living Rates are posted on the [Rates and Contract](#) page of the website.

Students who receive an assignment are assessed the full Cost of Living Rate regardless of the date they check into Student Housing. If Student notifies [University](#) of an earlier check-out and follows proper check-out procedures, they will be refunded remaining charges for dates after the official check-out. Improper check-out may lead to full session charges.

e. Apartment Style Room Rates. University will assess students who are assigned to live in Apartment Style Halls the Room Rates for selected summer sessions. Room Rates



are posted on the [Rates and Contracts](#) page. Optional block meal plans may also be available for purchase.

Students who receive an assignment are assessed the full Room Rate regardless of the date they check into or out of Student Housing. If Student notifies [University](#) of an earlier check-out and follows proper check-out procedures, they will be refunded remaining charges for dates after the official check-out. Improper check-out may lead to full session charges.

f. Payment of Rates. Applicable Rates will post to Student's tuition and fee 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 University to bring Student's account current, University may place Student's name in the University debt file, resulting in a block on future registration for classes or the release of academic transcripts. University may refer a delinquent account to an outside agency for collection. If the Student account is referred to an outside agency, the delinquency may be reported to national credit bureaus and Student may be responsible for collection costs and reasonable attorney's fees, to the extent authorized by the laws of the State of Colorado. In addition, under Colorado law, University may certify to the Colorado Department of Revenue information about the Student, including name, social security number, the amount of the debt and any other identifying information. The Department of Revenue may then disburse funds to CU Boulder in satisfaction of that debt from any tax refund amounts owed to Student.

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 instruction, for example remote, in-person, or hybrid. Except as provided in the termination provisions of this contract, University is not required to 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. Except as provided in the termination provisions of this contract, University is not required to refund amounts paid under this contract. Room reassignment, utility or facility disruptions, pest control, planned renovations and/or construction projects, class conflicts with meal serving periods, or other reasons that do not result in the termination of the contract shall not result in the reimbursement or reduction of amounts owed to CU Boulder. If after notifying students of the Available Period of Occupancy for the semester, CU Boulder delays Student Housing opening day, University will consider whether to issue Student a credit to Student's account for a portion of the Rates. If University decides to issue a credit, it will notify Student accordingly. If during the Available Period of Occupancy, CU Boulder were to make earlier, the end date of the previously designated Available Period of Occupancy, that is considered a University initiated termination unrelated to student conduct under this contract.



- 9. Student Conduct and Use Responsibilities.** As a condition of living in Student 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](#); the Office of Institutional Equity and Compliance's [Resolution Procedures](#); and University's requirements in the [Residential Handbook](#).
 - b. Student Health and Safety Requirements. Students must comply with all applicable governmental public health orders and CU Boulder requirements addressing a health or safety crisis, including, but not limited to mitigating the risk of infectious disease, including COVID-19. Despite University's reasonable mitigation efforts, Student Housing is inherently a communal environment where the Student may be exposed to infectious disease, including COVID-19. Student understands and assumes this risk and the risk that contracting an infectious disease such as COVID-19 generally will not warrant circumstances in which University will waive the cancellation charge for Student's termination of the contract or release a First-Year Student from the requirement to live-on campus.
 - c. Marijuana Is Prohibited. CU Boulder prohibits the possession, use, or distribution of marijuana on campus and in Student Housing. This prohibition applies regardless of whether the Student complies with state recreational use laws and even if the Student has obtained a Colorado Medical Marijuana Registry Identification Card.
 - d. Weapons/firearms are Prohibited. Student agrees not to bring, carry, or keep any weapon or firearm in Student Housing, including any handgun(s) carried in accordance with the Colorado Concealed Carry Act. Notwithstanding any other provision of this contract, University may immediately terminate this contract without prior notice if Student violates this requirement.
 - e. Criminal or Disciplinary History. According to CU Boulder's Criminal and/or Disciplinary History Policy and Procedures, Student's prior or pending criminal and/or disciplinary conduct may make Student ineligible to live in Student Housing. University will determine whether Student remains eligible to live in Student Housing or whether to terminate this contract. If permitted to live in Student Housing, Student must comply with any applicable University requirements.
 - f. Sex Offenders. If it comes to University's attention that Student is a registered sex offender, University will determine whether the Student is eligible to live in Student Housing. If permitted to live in Student 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 Student Housing, Student must notify the Director of University Housing, or designee, of such conviction and University will determine whether Student remains eligible to remain in Student Housing or whether to terminate this contract. If permitted to remain in Student 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 expected to carry their own personal property insurance. University assumes no responsibility for any theft, destruction, or loss of money, valuables, or other personal property belonging to the Student.

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

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

j. Cleaning Responsibility by University and Students. University provides cleaning service for common areas within the building. For health and safety risk mitigation of infectious disease including but not limited to COVID-19, University has increased the frequency of cleaning of common areas in addition to 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 Student Housing except for small aquatic life (fish and small turtles) contained in an aquarium not to exceed 10 gallons in volume in the Residence Hall and 30 gallons of volume in Apartment Style Hall.

l. Pest Control and Pesticides. University prohibits Student from using any pesticides in Student Housing. [University](#) shall respond to any reports of pests, including roaches, bedbugs, mice, or any other insect or vermin, in Student Housing. University reserves the right for University to enter and treat any living space for pest control and management. 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 Student Housing. Students may be temporarily or permanently reassigned within Student Housing for pest control. University may terminate this contract if it remediates a room for bedbugs more than twice.

m. Telecommunication, Data Access, and Technology. University provides both high-speed Ethernet and wireless network access to the internet in all Student Housing. Students must comply with the use requirements and restrictions applicable to any University provided information and technology resources, telecommunication and data access resources. Cellular service reception in Student Housing is typically consistent but can be spotty at times in some locations and therefore cannot be guaranteed. Student



should turn on Wi-Fi calling on their cellular phone prior to Occupancy to help prevent any service reception disruptions, especially in the event of an emergency. Unless requested by Student, University does not provide landline telephone services in Student Housing.

n. Reserved Right of Entry. University reserves the right to enter and inspect Student Housing at any time with or without notice when it is deemed necessary to ensure the safety of residents, to protect and maintain CU Boulder property (including University information and communication technology resources), to maintain environmental health and safety, and/or to facilitate the maintenance of discipline and promote an educational atmosphere. In addition, authorized personnel of University are permitted to enter the premises at reasonable hours and in a reasonable manner for the purpose of facility inspection, maintenance, project upgrades and repairs. University may remove from Student Housing any prohibited items seen by University 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 Student 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 are 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.

If Student wishes to terminate this contract before Occupancy, Student must notify [University](#) in advance pursuant to the notice requirements.

The following financial consequences will apply to any Student termination:

- 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.
- 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 as described in 8.d and 8.e.



12. Termination by University.

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

- Failure to Comply with Contract. With no less than 7 days prior notice, University may terminate or suspend this contract in whole or in part (for 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 Student Housing, that exclusion automatically terminates this contract without any required further notice from University. In such event, Student must comply with the exclusion as directed. After the housing exclusion has been lifted, Student may request to move back into Student 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 Student Housing. In the event the exclusion is interim, Student may request [University](#) not automatically terminate this contract and the student may also be eligible for First-Year release.
- Student Disruption or Threat to Health or Safety. University may immediately terminate or suspend this contract if University determines that conduct by Student poses a material and substantial disruption to Student Housing activities or Student constitutes an imminent threat to the health or safety of other students.

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

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

b. University-Initiated Terminations Unrelated to Student Conduct. University may immediately terminate or suspend this contract in order to address or respond to extenuating circumstances that are beyond the reasonable control of University or Student and that materially affect the performance of their respective obligations under this contract. Extenuating circumstances include, but are not limited to a declared local, state or national emergency, fire, flood, hurricane, tornado, pandemic – including novel 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 University under the circumstances.

Students in Apartment Style Hall or Residence Hall must pay all financial responsibilities incurred from the first day of the Available Period of Occupancy through the date of



checkout.

- 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.

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

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 University 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 University staff and (2) present their Buff OneCard to University 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 University. A Student's failure to comply with check-out procedures may result in continuation of the Student's financial responsibility for Rates, including any additional charges as reflected in c.

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

c. Student Occupancy after Available Period of Occupancy or Termination. Unless otherwise approved by University, if a Student continues to stay and occupy the Student Housing assignment, whether in person or with personal property, after the Available Period of Occupancy for the semester or termination, University may charge the Student \$200 per each day of Occupancy, plus the daily rate of Cost of Living for Students who live in the Residence Hall and the daily Room Rate for Students who live in Apartment Style Hall. After 72 hours following the date of termination or the last Available Period of Occupancy for the semester, University reserves the right to restrict or prohibit the Student's access to the Student Housing building and space. All Student personal property that is not removed may be deemed abandoned and may be removed and disposed of at University's discretion. University may charge Student a reasonable charge in the event it must remove any items.

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



University of Colorado
Boulder

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15. Notices.

- a. Notice to the Student. All notices to Student shall be made by sending an email to Student's University issued email address, i.e. colorado.edu account. For students new to the University who do not yet have a University email address, all University notices to Student shall be made by the University sending an email to the account listed on Student's application for Student Housing until the Student receives a University email address. The date of notice is the date the email is sent by the University to Student.
- b. Notice to the University. All notices or other communications to the University from Student required by this contract shall be provided in writing to University Housing, Center for Community, S300, 159 UCB, Boulder, CO 80309-0159 or by sending an e-mail to universityhousing@colorado.edu. If mailed, the postmark on the envelope is used as the date of notice. If e-mailed, the date of notice is the date the email is sent by Student to the University.

16. General Provisions.

- a. Entire Contract. The parties agree that this contract supersedes all prior written or oral agreements. There are no covenants or agreements between the parties except as set forth herein with respect to housing and dining services provided by University. No prior or contemporaneous addition, deletion, or other amendment shall have any force or affect whatsoever unless embodied in writing. Accordingly, this contract is an integration of the entire understanding of the parties with respect to the matters set forth herein.
- b. Amendments. University may revise, update, or otherwise alter any and all terms of this contract at any time after providing prior written notice to the student no later than 14 days before the effective date of such changes.
- c. No Assignment. Student shall not assign or transfer any rights under this contract to any other party.
- d. Nondiscrimination. The University does not discriminate on the basis of race, color, national origin, sex, pregnancy, age, disability, creed, religion, sexual orientation, gender identity, gender expression, veteran status, political affiliation, or political philosophy in admission and access to, and treatment and employment in, its educational programs and activities.
- e. Digital Signature and Copies. Student will sign this contract in digital format, and it will be effective as of that date. Student will receive a copy of the signed contract via email and it is also available in the MyCULiving portal. An unsigned copy of this contract is made consistently available on the [Rates and Contracts](#) page of the webpage.