



UNIVERSITY OF
NORTHERN COLORADO

Housing & Residential Education

Contract Terms & Conditions for Academic Year 2023-2024

This document and the documents, policies, rules and regulations attached and/or referred to within it constitute the University of Northern Colorado Department of Housing & Residential Education (“HRE”) Terms & Conditions for the housing contract by which a UNC student is allowed to reside in UNC residence halls, UNC-owned houses, and dining services (collectively “Terms & Conditions” and “Terms & Conditions” may be used together or interchangeably with “housing contract” in this document.)

The term of the housing contract to which the Terms & Conditions apply is for the entire academic year excluding Summer Session (Wednesday, August 16, 2023-Saturday, May 4, 2024) and excluding Winter break and Spring break, with the exception of those students who reside in Harrison Hall, Lawrenson Hall, Hansen-Willis Hall, or university-owned houses whose residents are allowed to stay in those respective residence spaces during Winter and Spring breaks.

1. Eligibility: In order to be eligible for occupancy in University housing, the student must be enrolled at the University of Northern Colorado (“UNC”) and carry an undergraduate or graduate credit load of six (6) semester hours or more per semester and/or be enrolled in the Aims2UNC program. First-year students are not eligible to live in the university-owned houses.
2. First-Year Students Live-in Requirement: Except as described in the sentence immediately below, all newly first-year admitted students must live in UNC's housing system through the completion of the first academic year of their attendance. Newly admitted first-year students who are exempt from this residence requirement are: (A) Married students (an original certificate of marriage must be submitted to HRE,) (B) Students living with their parent(s) or legal guardian in the Local Area (as defined below), (C) Students with 20 or more college credit hours earned after high school graduation (or equivalent), or (D) Students who are at least 21 years of age. (“Local Area” comprises the geographic area served by the following school districts: Ault Highland RE-9, Eaton RE-2, Greeley 6, Platte Valley RE-7, Poudre R-1, Thompson R-2J, Weld County RE-5J, Weld RE-1 and Windsor RE-4.) Credits earned through Advanced Placement (“AP”), International Baccalaureate (“IB”), College-Level Examination Program (“CLEP”) or concurrent enrollment with high school do not count toward the 20 college credit hours requirement for exemption referenced above.
3. Meal Plan Requirements: (A) First-year students who are younger than 21 years of age and/or have earned fewer than 20 semester hours after high school graduation (or equivalent) can choose from three (3) On Campus Meal Plans: Any Meal/Any Time, 19 Meals Per Week, or 14 Meals Per Week. All Freshmen On Campus Meal Plans come with Bonus Meals and Dining Dollars automatically. (B) Upperclassmen (those students who are at least 21 years of age and/or have earned 20 or more college credit hours after high school graduation (or equivalent) can choose from three (3) additional On Campus Meal Plans: 10 Meals Per Week Meal Plan (includes Bonus Meals and Dining Dollars), 10 Meals Per Week (does not include Bonus Meals or

Dining Dollars), or 5 Meals Per Week. If a student's 21st birthday occurs during the semester, they will be eligible to make changes to their meal contract the following semester. (C) Students may change their meal plan each semester on or before 5:00pm on the University published Drop Deadline (10th day of classes).

4. Dining Services: Dining room services, hours, and locations may be adjusted by UNC Dining Services at any time. Dining room services may not be provided during Thanksgiving, Winter, or Spring Break periods. The first meal served is dinner the Thursday prior to the first day of classes. The last meal served is lunch on the last day of examinations stated on the University calendar. On Campus Meal Plans are not transferable. Disciplinary action will be taken, and charges will be levied against students who have allowed other persons to use their meal card. A charge may be assessed for Meal Plan changes, cancellations, and/or lost identification cards. Students may enter the dining rooms only with their student I.D. cards and no other forms of identification will be accepted.
5. Contract Terms: As described above, the term of the housing contract and its financial obligations are binding on the student for the entire academic year. The term begins on "move-in day" (August 16, 2023) and ends on the final day of the Spring semester (May 4, 2024.) If either/both of these dates are revised by the University, the revised dates will apply to the term of the housing contract and its binding obligations.
6. Cancellation Policy: If prior to the beginning date of the housing contract term, the student decides to cancel in accordance with Paragraph 2, above, written notice of cancellation must be provided to HRE. Cancellation can only occur if the contract period has not begun. Housing deposits will be refunded only in accordance with the following policy: A full refund of \$100 will be granted if notice of cancellation is postmarked and mailed to the Department of Housing & Residential Education by May 1 for contracts beginning Fall Semester and December 15 for contracts beginning Spring Semester. Fifty (\$50) dollars of the housing deposit will be refunded if written notice of cancellation is postmarked and mailed to the Department of Housing & Residential Education by May 31 for contracts beginning Fall Semester and December 31 for contracts beginning Spring Semester. For students who contract with HRE after May 31 (for Fall Semester) and December 31 (for Spring Semester), written notice of cancellation must be postmarked and mailed to HRE no later than five (5) working days after the contract date in order for the \$100 deposit to be refunded. All refunds will be disbursed to the student's University account. THE FULL AMOUNT OF THE DEPOSIT SHALL BE FORFEITED BY ANY STUDENT WHO FAILS TO PROVIDE WRITTEN NOTICE OF CANCELLATION BY THE APPLICABLE DEADLINE DESCRIBED ABOVE.
7. Room Assignment Policy: Room assignments are based upon the date of receipt of the student's completed contract subject to space availability within the student's choice of residence hall/house and are prioritized on a first-come first-served basis. UNC may not be able to honor all requests for hall assignment, roommate choice or residential learning community. The University may, in its discretion, place residents in temporary housing assignments for any reason including isolation or quarantine for medical reasons. As permanent accommodations become available, temporarily assigned residents will be required to move to permanent accommodations as offered by the University. Approved room/bedroom moves may result in additional charges based on housing tier and room.
8. Smoking: Smoking is not permitted in University housing facilities or dining rooms. This includes, but is not limited to, marijuana, cigarettes, e-cigarettes, smoking pipe, vape pens, hookahs, chewing tobacco, and other products containing marijuana, tobacco or tobacco derivatives.
9. Animals and Pets: Service Animals or Service Animals in Training living with students in the University Housing must have up to date vaccination information on file with the Housing office.

Students are also encouraged to voluntarily notify the Disability Resource Center (“DRC”) of their Service Animal, so that the DRC can provide additional information, resources, and guidance. Other animals are prohibited in University Housing except Emotional Support Animals as approved by DRC or Pets as approved by specific written agreement through the Pet Friendly Residential Learning Communities, or other written agreement. Further details regarding Pets and other animals requiring approval may be found in the HRE Handbook. Care and supervision of animals are the responsibility of the owner, including (A) maintenance of the health of the animal (with veterinary treatment, as necessary and appropriate), odor or disease (including but not limited to flea and/or tick infestation) in a manner such that the living space cleanliness is the same as living spaces without animals and (B) cleanup and disposal of the animal’s waste and toileting the animal in areas designated by the University consistent with the reasonable capacity of the owner. Damage to persons or University property caused by a Pet or animal (whether or not the Pet or animal has been approved) are the responsibility of the owner, including any expenses incurred for cleaning beyond a standard cleaning or for repairs to University premises that are assessed after the individual and animal vacate the residence. The University reserves the right to bill the student’s account for such expenses. The University may ask a student to remove an animal from University premises if the animal poses a risk of harm to others and/or the animal’s handler does not take effective action to control it, or if the service animal is not housebroken. If an emergency or other situation occurs in which the student is unable to provide routine care and supervision for a Pet or other animal, it may be removed from University Housing and boarded. In such event, the University may choose to keep an animal in a space temporarily for the safety and/or wellbeing of the animal, residents and/or University Staff. In the event becomes a longer-term issue, the animal may be removed from University Housing and boarded. All expenses for care/boarding of the animal are the responsibility of the student responsible for the care of the Pet or animal owner and may be charged to the student’s account. unpaid.

10. Check-in and Check-out: Each student resident is considered checked-in when they obtain the room key or student card encoded. When moving into the assigned room, the resident shall complete, sign and submit a Room Inventory Form. When vacating the assigned room, the resident must check out with HRE staff. The Room Inventory Form and an inspection by designated HRE staff will serve as the basis for check-out charges, if any, that are assessed. Each resident agrees to follow the proper check-out procedures when vacating the premises or relocating to other University housing. This includes but is not limited to removing personal items including non-University furniture and equipment, removing all trash and debris, and leaving the room in the same condition as when the student checked-in, normal wear and tear excepted. The student will be responsible for any cleaning charges if personal items, trash or debris is not removed at check-out as described in the immediately preceding sentence. Maintenance or repair required to return the premises to the same condition as it was at check-in will be performed by University personnel and will be billed to the student. Failure to check-in or check-out will not release the student from these requirements or any other provision of these Terms & Conditions.
11. Late Check-in: HRE must be contacted for late check-in before the opening of University Housing each semester. Assigned bed space will only be held for the first ten days of classes each semester. When the student fails to check-in at the assigned space, they will be assigned to an alternate bed space until their University withdrawal or non-registered status is confirmed.
12. University's Policies, Rules and Regulations: The student must observe all rules and regulations of UNC, including but not limited to the Student Code of Conduct (BEAR Code) and those of HRE (including but not limited to these Terms & Conditions and the HRE Handbook) and the

applicable statutes and laws of the State of Colorado and the United States, which are incorporated by reference into these Terms & Conditions. If a student has been convicted of a sexual offense that requires registration pursuant to CRS 18-3-412.5, the resident must inform HRE in writing and receive approval to reside on campus. The student agrees that University, in its discretion, may revise such Handbook without notice or consent of the student. The student agrees to abide by such Handbook. The student is responsible for compliance by their guests/visitors with all University rules and regulations, and applicable statutes and laws described above. Non-affiliated residents hosted by a student will also be asked to agree to applicable contract terms, and conditions, policies and provisions.

13. Measles Immunization: Colorado law requires all college or university students to provide to the Student Health Center a certificate of immunization from a licensed physician confirming the student has received immunizations for measles, mumps, and rubella or has received an approved exemption from such immunization(s). Students who seek an exemption from immunization requirements for either medical or nonmedical reasons must file a certificate of exemption as required by Colorado Revised Statutes Section 25-4-903. In the event of a disease outbreak, students with exemptions can expect to be quarantined off campus at their own expense during the outbreak and there will be no refund for room and board. The University is not responsible for any damages or injuries incurred by the student because an exemption from immunization requirements.
14. Room Rates: The room rates are set by UNC each year and establish the Housing & Dining rates for the following academic year. These rates are subject to change prior to hall opening.
15. Vacating: All University housing closes at 10:00 am on the Saturday after the final exams for each academic semester. Students must vacate University housing within 24 hours following the completion of their final exams or upon withdrawal, suspension, or expulsion from the University, whichever occurs earlier. Graduating seniors may make special arrangements for check-out with their respective Neighborhood Coordinators. Student may not occupy their rooms during winter and spring breaks without prior permission from HRE and will be reassigned to a temporary break location. Students staying in University housing during break periods will be assessed an additional fee for being allowed to do so.
16. Changes to Housing Assignments/Consolidating Vacancies: HRE reserves the right to change student room, hall and house assignments for health, safety or repair reasons; for the unresolved incompatibility of roommates; or other administrative reasons for either a temporary or permanent basis, including to consolidate vacancies by requiring a student to move from their currently assigned space including from single occupancy of a double room to double occupancy of a double room. In the event that the student has been assigned to a room that has been modified to be in compliance with the Americans with Disabilities Act ("ADA") and the student does not seek or qualify for ADA accommodations as determined by DRC, HRE may at any time, in its discretion (if another student has been approved for ADA accommodations), move the student residing in the ADA-modified room to a substantially equivalent room at the rental rate of the original room. In such event, HRE shall provide at least five (5) days' notice of the move to the affected student. Such notice will be delivered to the student by one or more of the following methods: (A) personal delivery, (B) putting the notice under the front door of the room, (C) sending the notice by U.S. mail or (D) sending the notice by electronic mail.
17. Room Changes: A student may change rooms and/or bedrooms only with written authorization from their Neighborhood Coordinator. Unauthorized room changes or failure to move out of a room when required may result in additional charges as determined by the University.
18. Single Rooms: A student may request a single room on a first-come, first-served basis subject to availability. The University reserves the right to assign a student to a single room for unique

necessary reasons. When the University finds it necessary to assign a single occupant to a double room or allows only one occupant to remain in a room normally occupied by two (2) persons, the room rate charge will be computed based on the single room rate from the date that the student occupied the room as a single, except where no roommates are available elsewhere in the housing system. Students who occupy a single room without a roommate have three (3) choices: (A) remain in the double room for the remainder of the semester and pay the single room rates, (B) consolidate with another resident of their own choosing, who is also a single occupant in a double room (each of whom will be charged the double room rate), or (C) consolidate with a roommate chosen by HRE staff (each of whom will be charged the double room rate.) Students living alone will be charged at the single occupant rate. Where DRC approves an accommodation for a student with a disability by assignment to a single room, the student is not charged a supplemental single-room premium or room buyout charge.

19. Prohibition on Subcontracting by Students: A student may not subcontract any part of their assigned room or living space or allow any unauthorized party to occupy the room or living space.
20. Payment: A student who is provided with University housing and/or dining services represents that by receiving the provision of housing and/or dining services they have the intention and ability to pay and promises to pay for all charges placed on their account, as well as any service charges or collection fees, if any, that may be due. Electronic bills will be sent monthly to the student's Bearmail account as well as any authorized users' emails that the student establishes. Payment is due to the University's Cashier's Office on or before the payment due dates shown on the eBill.
21. Deposit Refund and Forfeiture: The \$100 deposit will be credited to the student bill within 30 days following the contract end date unless the deposit is withheld for reasons allowed by these Terms & Conditions. A refund of the \$100 deposit will be made if the student graduates or participates in a University-sponsored internship or exchange program that requires living away from the Local Area. In any case, the \$100 deposit will be forfeited by the student as liquidated damages if a release of student from the housing contract is granted, or upon their withdrawal, suspension or expulsion from the University. Room and board fees for University withdrawals will be based on the University refund policies set by the Registrar's Office each semester. No refunds of tuition, housing or dining charges and fees are made upon a student's withdrawal after the applicable course(s) drop deadline, or upon suspension or expulsion from the University. More details may be found at: <https://www.unco.edu/registrar/registration/add-drop-withdrawal.aspx>. Students who desire to appeal this decision may use the Registrar's Registration Appeals process. More details may be found at: <https://www.unco.edu/registrar/registration/appeals.aspx>.
22. Liability/Indemnification: The Board of Trustees for the University of Northern Colorado, its Trustees, employees and agents, are not liable for damages or losses of any kind to property of a student that may be lost, stolen or damaged in any way, anywhere on the premises of the University, including but not limited to University storage facilities. In consideration for the provision of University housing and/or dining services, a student agrees to hold harmless, and indemnify the Board of Trustees for the University of Northern Colorado and its Trustees, officers, employees and agents from any claims or damages to either person or property caused by any act or omission by the student relating to the student's occupancy of University housing or the provision of dining services to the student. IT IS RECOMMENDED THAT THE RESIDENT PURCHASE PERSONAL PROPERTY INSURANCE COVERAGE.
23. Damages and Costs: The resident agrees to pay for any damage whatsoever and of any kind and nature to University residence halls, University residence halls, University-owned houses and/or

University dining facilities including but not limited to any damage or loss of furniture, any lost University personal property, caused, to any extent, by the student because of their actions or failure to act. Where two or more residents occupy the same room, suite or apartment and the responsibility for damage, loss or any other charges cannot be ascertained by the University, the damages, losses and/or charges will be allocated and assessed equally to all students who were assigned to the room, suite, apartment or house in which the damage(s) or loss(es) occurred. Students are responsible for individual and community damages collectively. The resident will be allowed to remove university-owned room furnishings from their room and store them in an off-campus location. The resident is fully responsible for the condition and safekeeping of the furniture. The resident agrees to ensure that the furniture, walls and doors are not damaged when items are being removed and/or returned.

24. Destruction or Condemnation of Premises: If the contracted premises are partially destroyed in a manner that prevents the student's use of the premises in its intended manner, if the damage is reasonably repairable within sixty (60) days after the occurrence of the destruction and if the cost of repair is less than \$1,000, UNC shall repair the premises and contract payments shall abate during the period of the repair. If the damage is not repairable within sixty (60) days, if the cost of repair is \$1,000 or more, or if UNC is prevented from repairing the damage by forces beyond UNC's control or if the property is condemned, the housing contract shall terminate upon twenty (20) days written notice by UNC to the student of such event or condition. If the premises are damaged or destroyed and such damage or destruction has not been caused by the student, they shall have the right to vacate as may be provided by law.
25. Information Sharing: In certain circumstances, it may be necessary for HRE to communicate with other University departments about the student in connection with their occupancy of University housing. These communications may include: the student's first and last name, the student's cell phone number, email address, Bear number, and their parent(s)/guardian(s)' first and last name, cell phone number, and email address. If the student does not want their information shared, they must notify HRE in writing by sending an email to housing@unco.edu, and no such information will be provided to other University departments by HRE, other than communications with University administrators involving conduct matters or behavioral intervention if the University believes that the student poses a risk of harm to themselves or others.
26. Lock Changes/Lost Keys/Access Card: Lost room keys or access cards will result in a change to the lock of the student's housing. Cost of lock changes, key and card replacements will be charged to the student's University account.
27. Termination of Contract by University: The University reserves the right to terminate a housing contract for any of the following reasons: (A) the student enters a plea of guilty or no contest to and/or is convicted of a misdemeanor or felony criminal charge, (B) the student violates their housing contract and/or any policies, rules or regulations (i) referred to in these Terms & Conditions, (ii) contained in the HRE Handbook and/or Students' Handbook, and/or (iii) contained in any other University policies, rules or regulations including but not limited to the Student Code of Conduct (BEAR Code), (C) the resident is suspended, including interim suspension, or expelled from the University, (D) the student has any unpaid charges from a previous housing contract, and/or (E) the student is found by the University to pose an imminent risk of harm to themselves or others. If the student's housing contract is terminated for any of the reasons above, any deposit or housing or dining charges paid by the student will not be refunded, and the student will continue to be responsible for any additional amount billed for the duration of the housing and/or dining contract.

28. Suspension of University Obligations: The obligations of the University under the housing contract to provide housing, dining services and any other contracted services may be suspended if prevented or delayed as a result of storm, flood or other acts of God, fire, war, rebellion, scarcity of water, insurrection, riots, epidemic, pandemic, strikes, employee job actions, order, rule, or regulation of any federal, state, municipal, or other governmental agency, legislative, judicial, or gubernatorial deauthorization or disappropriation or of any cause whatsoever beyond the control of the University, whether similar to the causes hereinabove specified or not. The time of such delay or interruption shall not be counted against the University, anything in these Terms & Conditions to the contrary notwithstanding. If the student vacates the premises of their own volition when they have not been required to do so by the University, the University may, in its discretion, not credit or refund any portion of the student's payments under the housing contract.
29. Contract Changes: No amendments or other changes to these Terms & Conditions are effective unless they are stated in a writing signed by the student and an employee of the University with authority to do so.
30. Contract Authority: If the student is under the age of 18, their parent(s) or legal guardian(s) shall be required to sign and be a party to the housing contract as evidence of acceptance of all contractual responsibilities including those described in these Terms & Conditions.